COLLECTIVE BARGAINING AGREEMENT

Between the

CITY OF ALEXANDRIA

and the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL 20, LOCAL 3001

Effective from July 1, 2026, through June 30, 2029

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ARTICLE 1 RECOGNITION & COVERAGE

Pursuant to the certification of the City of Alexandria Labor Relations Administrator in LRA Case No. 24-RC-01, Certification No. 004, the City of Alexandria (City) recognizes the American Federation of State, County and Municipal Employees, District Council 20 (Union) as the exclusive representative for the purpose of collective bargaining of terms and conditions of employment with the City of a bargaining unit described as follows:

Administrative and Technical: Those non-supervisory and non-managerial employees within the definition of "administrative employee" or who perform office support work and who are not confidential employees excluded from collective bargaining within the definition set forth in Sec. 2-5-68. (City Ordinance No. 5336, Sec. 2-5-72 (e)).

ARTICLE 2 EMPLOYEE RIGHTS

Employees shall have the right to organize, form, join, assist, and pay dues or contributions to employee organizations (including the Union), to bargain collectively through the Union as their chosen exclusive representative, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid and protection insofar as such activity is not inconsistent with the City's collective bargaining ordinance (Sec. 2-5-68 et *seq.*) or prohibited by any other applicable law. Employees shall also have the right to refrain from any or all such activities.

ARTICLE 3 UNION RIGHTS

A. New Employee Orientation

A maximum of 2 (two) AFSCME Local 3001 representatives will be allowed to attend all City new employee orientations when newly hired bargaining unit employees are scheduled to attend. AFSCME Local 3001 representatives shall be allowed a maximum of 30 minutes to make a presentation to and answer questions from those new bargaining unit employees. If the City fails to conduct new employee orientation within 30 calendar days of hiring new bargaining unit employees, AFSCME Local 3001 representatives may meet with new bargaining unit employees for these purposes at individual or group meetings for a maximum of 30 minutes.

B. Notice of Newly Hired Bargaining Unit Employees

Following the new employee onboarding process, the City shall timely provide the name and job title/classification and City assigned email address for City employees who receive a City email address.

C. Reopener Clause

In the event union security or agency fee agreements become lawful in Virginia the parties agree to reopen this agreement for the sole purpose of negotiating such a provision.

D. Official Time for Union Chapter Chair Representational Activities

Reasonable official time shall be granted to the Union Chapter Chair, or one designee, if a City employee, for the purpose of representing the concerns of bargaining unit employees including representing the bargaining unit by bargaining with the City or investigating, processing, and assisting in the settlement of grievances filed by bargaining unit employees. The Union Chapter Chair or designee shall have a dedicated bank of a maximum of one-hundred (100) hours of paid official time annually to use during working hours for the purpose of representing bargaining unit members. Time spent on matters representing bargaining unit employees that exceeds 15 minutes shall be subtracted from the time bank. Once the Chapter Chair or designee have exhausted the hours in their dedicated bank, any additional time spent representing bargaining unit members shall be deducted from the hours remaining in the Union Stewards' bank referenced in Section E.

The Union Chapter Chair, or one designee, if a City employee, shall request the use of official time to perform representational functions (which do not include work on internal union business). De minimis actions (less than 15 minutes) will not be required to be logged or submitted via a formal request. The request shall be made to the employee's manager who is not within the bargaining unit for tracking purposes.

E. Official Time for Union Stewards Representational Activities

Union stewards shall be designated by the Union and shall be recognized as employees' representatives. The names of employee selected as Steward who may represent bargaining unit members shall be certified to the City annually or whenever changes are made. The Union shall ensure that the certification to the City of authorized Union Stewards is current at all times. Only those Stewards who have been certified to the City, in writing, shall be recognized as a Union steward.

Union Stewards, identified by the Union President who are bargaining unit employees, shall have available a bank of three hundred (300) hours maximum per fiscal year for the purpose of representing the concerns of bargaining unit employees.

Representational duties include representing bargaining unit employees in grievances, disciplinary, and safety actions, as well as attending Labor Management committee meetings. Every effort will made to do such work in a way that has minimal impact on the Representative's [and an Employee's] work responsibilities. Use of Official Time must be requested and approved in a manner consistent with the terms of this Agreement. Supervisors will make a good-faith effort to accommodate such requests. If representational work cannot occur at a time requested by the representative due to operational constraints, the supervisor and Union representative will work together to find a mutually agreeable time. An employee's request for representation shall not be unduly delayed.

F. Union Conference and Seminar Official Time

The Union shall have a Conference and Seminar Official Time Bank of fifty (50) hours total for the term of this Agreement and is applicable to all representatives of the Union, including the Union Chapter Chair and Union Stewards. This also shall be without loss of pay or leave. All requests for Conference and Seminar Official Time pursuant with this section are subject to

approval of the City which shall not be unreasonably withheld. The Union will provide the requests thirty 30 days in advance.

G. Official Time for Negotiations

Employees who are excused from their regular assignments at the request of the Union to participate in negotiation sessions with representatives of the City shall suffer no loss of pay or leave. However, participation in such sessions shall not result in the accrual or payment of overtime, limited to the number of hours worked during the pay period.

H. Official Time Form

Requests for, and use of, official time shall be made on the "Official Time Report" and the requests shall not be unreasonably denied. The City will develop the Official Time Report, which will be used to account for official time use.

I. Use of City Email Address

The City agrees to provide the Union's Chapter Chair with a dedicated City email address to use for the exclusive purpose of communicating official union business. To the extent the City has assigned email addresses to bargaining unit employees, the Union is permitted to use such email addresses to communicate with employees about representation and matters of concern to the bargaining unit, provided the Union uses only the official City provided dedicated email address and does not use any external address to communicate with employees using City assigned email addresses. The Union agrees to keep such use of email addresses to a reasonable level and to provide an option where employees may unsubscribe from Union emails. The City-issued email shall be governed in accordance with all City Administrative Regulations, including 10-4: Electronic Mail (E-Mail) And Internet Use and 10-10: Information Systems Security Policies.

ARTICLE 4 DUES DEDUCTIONS

A. The City agrees to deduct amounts from the pay of employees as authorized by the employees' written assignment, for the payment of regular and periodic dues to the Union. Any such authorization may be revoked in accordance with the terms of the authorization which shall provide a period of irrevocability of not more than one year. An authorization that satisfies the Uniform Electronic Transactions Act (Virginia Code § 59.1-479 et seq.), including without limitation, electronic authorizations, and voice authorizations, shall be valid for employees' authorizations for payroll deductions.

B. In a manner consistent with Section 2-5-77(e) of the collective bargaining ordinance, the City agrees to deduct amounts certified to be current by the President of AFSCME, Local 3001 from the pay of those employees who have submitted a valid authorization as described above. The Union shall notify dues paying union member and the City of any proposed increase in dues subject to pay deduction at least four weeks prior to requesting the City deduct such proposed increased dues or other amounts. Revised deduction amounts will be implemented and reflected on employees' paystubs not later than the first pay period following the four-week notice.

C. AFSCME, Local 3001 shall defend, indemnify, and hold the City and its officers and employees harmless from/for (a) any and all claims, demands, suits, or any other action arising from any third party, including employees, for deductions made in reliance on the valid authorization as described above regarding a dues deduction authorization and (b) any claims made by an employee for deductions made in reliance on information provided by AFSCME, Local 3001 regarding changes or cancellations to the deduction authorization.

ARTICLE 5 BULLETIN BOARDS

Management agrees to provide sufficient bulletin boards, which may include electronic boards. In the event the Union requires more bulletin board space than can be furnished by Management, the Union may provide their own bulletin boards for their exclusive use in work areas, as may be mutually agreed to. The contents of the material posted on the bulletin boards must be related to the activities of the Union.

ARTICLE 6 - USE OF CITY FACILITIES

Management shall provide secure space for a secured file cabinet for Union records. The City retains the right to access the secured space in the event of an emergency. The Union may request conference or meeting room space in City facilities for the transaction of Union business. The Union agrees to exercise reasonable care in using such space and shall leave it in a clean and orderly condition.

ARTICLE 7 - LABOR MANAGEMENT COMMITTEES

A. Labor-Management Committee

For the purpose of establishing open communications, the City's designees shall meet with the Union's Chapter Chair and/or designated representatives on a quarterly basis to discuss issues arising in implementation and application of this Agreement. This Labor-Management Committee shall consist of five (5) representatives from the Union and an equal number of Management representatives. No more than one of the Union representatives may be a non-City of Alexandria employee.

Appeals, grievances, or problems of individual employees shall not be the subject of discussion at these meetings, nor shall the meetings be for any purpose that shall modify, add to, subtract or detract from the provisions of this Agreement.

B. Subcommittees

The parties may establish subcommittees as it determines necessary with expressly assigned responsibilities.

C. Findings and Recommendations

Any subcommittees shall report findings and recommendations to the Labor-Management Committee. The Labor-Management Committee shall review the report and determine whether or not to advance the report to the City Manager for review and response when warranted, in the City Manager's sole discretion.

D. Departmental Labor-Management Cooperation Meetings

If requested by either party, appropriate Union representatives, which shall include at least one (1) City bargaining unit employee, and Management at the department level shall meet at least quarterly to discuss issues arising in the implementation and application of this Agreement. However, such meetings may be scheduled sooner if requested in writing by either party. The written request shall include the agenda for the requested meeting. The meeting shall be scheduled within 30 days of the date of receipt of the request. Appeals, grievances or problems of individual employees shall not be the subject of discussion at these meetings, nor shall the

meeting be for any purpose that shall modify, add to, subtract or detract from the provisions of this Agreement.

ARTICLE 8 - POSITION REVIEWS AND DESCRIPTIONS

A. Individual Classification Review

1. Request

At any time, an employee may request a meeting with their supervisor when there is a significant discrepancy between the official position description and the actual duties and responsibilities performed by the employee or when the individual employee's position has changed from when it was last classified because of an accretion of duties at a higher grade level, unique to that individual.

a. Employees considering an individual classification review should first meet with their supervisor to discuss issues associated with their duty assignment(s) or position description. Supervisors should work with employees to clarify any misunderstandings regarding the position description and review the position description with the employee. If the supervisor believes the position should be reevaluated, the supervisor may request a review by submitting a written request to the Human Resources Department. The Department Head, will forward to the City's Human Resources Office such requests. The Human Resources Office will review such request and make a determination on whether to proceed with a review and establish a timeline for such reviews.
b. Once per year, the Union may submit a request to the Human Resources Department for up to six (6) individual classification studies to determine whether the identified position(s) warrants reclassification and/or reallocation. The Union may submit data and documentation supporting the need for a study along with its request.
c. The Human Resources Department shall notify the Union within thirty (30) calendar days of a request whether any of the requested positions have been approved for reclassification study. The number of individual reclassification requests that are approved for reclassification in a particular year are subject to administrative and budget constraints and considerations. Where funding is not available to effectuate a warranted reclassification in a particular fiscal year, the City will request funding to reclassify the position in the subsequent fiscal year.

2. Review Process

a. Collection of Study Data. Within thirty (30) days of approving a request for an individual classification review, the Human Resources Department will provide the employee with a Job Description Questionnaire (JDQ) for completion by the employee and appropriate supervisor(s) to determine whether the position requires reclassification. Upon receipt of the JDQ, the Human Resources Department may

request additional information about the duties and responsibilities of a given position from the employee, appropriate supervisor, or other individuals with relevant information.

b. Evaluation. The Department of Human Resources evaluates the information gathered using classification standards to determine whether to reclassify the specific position in terms of grade, position title, and occupational series, which may have salary implications. The Department of Human Resources will gather budgetary impacts from the Office of Management and Budget for consideration with its recommendation. When the Department of Human Resources completes its evaluation, it will supply its final determination to the City Manager for review and approval. The classification decision will result in one of the following determinations:

No change. The grade of the position will remain the same. Even when an employee's duties or the way they perform work may have changed, these changes do not affect the class specification, or grade-level of the position. There are situations in which the findings may result in a change in the class specification, but the grade-level of the position remains the same. In such cases, the review can conclude with a recommendation of a reclassification of the position description.

Upgrade. When a position has been reviewed and found to merit a higher grade, the City has two options: (1) allow the upgrading of the position, or (2) remove the higher-level duties from the position to maintain the existing grade. Departments cannot keep the status quo: either the position must be upgraded or the duties must be altered. If the City decides to upgrade the position, the Department of Human Resources will reclassify the position formally through a personnel action to effectuate the grade increase as soon as possible.

Downgrade When a position has been reviewed and found to merit a lower grade , the City has discretion to exercise one of three options: (1) assign additional duties to the affected employee in order to elevate the classification to the employee's existing grade; (2) do nothing; or (3) the employee may be downgraded provided that the impacted employee will be notified at least ten days prior to implementing the new classification.

B. Position Descriptions

1. An employee's position description (also known as a "Class Specification") will be made available to them upon request.

2. When the City determines that it may be necessary to change an employee's position description, it shall provide the Union and the employee with a copy of the proposed

new position description before it is implemented. If requested by the Union or the employee, the City will meet to discuss the proposed changes prior to implementation. If provided, the City will consider the input of the Union and the employee before finalizing any substantive changes to the position description.

ARTICLE 9 - JOB PLACEMENT & CHANGES

A. Job Posting

1. The City agrees that Administrative and Technical related recruitments shall be posted on the official job posting website for a period of at least ten (10) workdays prior to the vacancy closing date unless the City uses an active eligible list to fill the position.

    a. Recruitments shall describe the job duties and illustrative duties to be performed, qualification requirements, and any special knowledge, skills or abilities that shall be given consideration.

    b. The Union shall be notified of all Administrative and Technical related recruitments. The notification will include the following for each Administrative and Technical job opening: job announcement number, job title, and job posting opening and closing dates.

    c. Active eligible lists may remain in effect for up to one (1) year; the relevant eligible list will be used to produce a referral list.

2. All employees covered by this Agreement who are determined by Human Resources to be eligible for a vacant position and who meet the preferred qualifications as listed in the recruitment will be given an interview so long as the volume of applications reasonably permits. Employees who interview and are not selected to the position may request feedback on interview performance and qualifications that could make the employee a more competitive applicant in the future.

The City agrees to provide the names of all members of any hiring panel to the Union upon request.

3. The City affirms its commitment to fair and inclusive hiring practices and will make reasonable efforts to support interview panels that reflect a diversity of perspectives, including relevant expertise and, when practicable, the broader demographics of the City workforce.

4. Human Resources and the Union will collaborate to develop required training for hiring managers and interview panelists that addresses best practices in conducting interviews. By January 1, 2027, employees will be required to complete this interview training prior to sitting on an interview panel for a position within the bargaining unit. The required

panelist training will cover the principles of structured interviews, legal and merit-based hiring foundations, the role and responsibilities of panelists, recognizing and mitigating bias, consistent scoring using rubrics, handling common interview scenarios, ensuring a fair and respectful candidate experience, and maintaining accountability throughout the process.

5. Twice a year, the City shall meet with the Union to provide an overview of recruitments within the Bargaining Unit. The Union shall provide the City with any feedback or questions to be addressed in the meeting no later than thirty (30) days in advance of the meeting. There is a presumption that these meetings will occur in April and October, absent mutual agreement to the contrary.

B. Within Classification Transfer Requests

1. A transfer request is made by an employee to a vacant position in the same job title within the City once a position has been posted for recruitment. If an employee would like to be transferred to a position that is posted for recruitment, the employee may notify the recruiter listed on the posting of their interest in a transfer. The transfer request may be affected by mutual agreement between the employee and the Department Director(s) and shall not be unreasonably withheld.
2. Where there are more requests for transfers within the same job title than there are vacant positions, assignments shall be made by bargaining unit seniority.
3. If an employee is offered a position consistent with their transfer request and accepts, that employee may not place another transfer request for three (3) years. This waiting period may be waived with agreement of the employee's Department Head.

C. Voluntary Reassignment

1. A voluntary reassignment may be requested by an employee.
2. If the voluntary reassignment is to a position with the same pay range maximum, there shall be no salary reduction unless the employee received a pay exception as they moved into the classification they hold at the time of making the request. In that case, the employee's rate may be subject to reduction, with the Department Director's input and with review and approval of the Human Resources Director. The Union and the employee will be notified of the specific reduction in pay, if any, associated with their requested voluntary reassignment prior to the approval of the request. Upon receipt of this notice, the employee can decide to continue the voluntary reassignment or withdraw the request.
3. If the voluntary reassignment is to a position with a lower pay range maximum, the employee's rate may be subject to reduction with the Department Director's input and with the review and approval of the Human Resources Director. The Union and the

employee will be notified of the specific reduction in pay, if any, associated with their requested voluntary reassignment prior to the approval of the request. Upon receipt of this notice, the employee can decide to continue the voluntary reassignment or withdraw the request.

4. Employees will not be penalized as a result of requesting a voluntary reassignment. Any potential reduction in pay noted above in this section does not constitute a penalty in this regard.

D. Work Out of Grade

Employees who are regularly assigned to perform duties of a higher graded position for 30 days or more shall be paid at the higher grade for as long as they are asked to perform the higher graded duties.

ARTICLE 10 - TEMPORARY ASSIGNMENTS

A. Purpose

Temporary assignments may be used for meeting temporary needs of Management and on-the-job training.

B. Requirements

Employees on temporary assignment to a lower grade position shall maintain the pay for their original position.

ARTICLE 11 - CONTRACTING OUT OF BARGAINING UNIT WORK

In accordance with Sec. 2-5-70(a)(6), the City retains the right to contract for Departments' operations. In the event the City intends to contract out work traditionally performed by the bargaining unit, the City agrees to provide the Union with thirty (30) calendar days advanced notice prior to the start of any contract. When the need to contract out does not permit thirty (30) calendar days notice, the City will provide notice to the Union as soon as practicable.

ARTICLE 12 - REDUCTIONS IN FORCE

A. Policy

1. The City of Alexandria will implement a Reduction in Force (RIF) when related to an identified service reduction or adjustment. Examples may include but are not limited to:
   a. Policy decisions by the City Council or City Manager;
   b. A change in a work program or service within a department;
   c. A reorganization that results in a reduction of positions;
   d. A technological change or advancement that impacts work force needs; or
   e. Changes in funding.
2. Bargaining unit employees are covered by this procedure.

B. Procedure

1. Department heads will submit a recommendation that outlines the need to eliminate positions to the Chief Human Resources Officer (CHRO).
2. The CHRO, working with the Director of the Office of Management and Budget (OMB), will provide recommendations and any applicable information to the City Manager for consideration, including if the recommendation is related to a required reduction in funding as part of their proposed budget.
3. The CHRO will be responsible for implementing RIF's that are approved by the City Manager. The steps in implementing a RIF will include:

   a. Canceling any existing or planned advertising of positions that are scheduled to be RIF'd.

   b. Issuing written separation notices to employees affected by a RIF as soon as practicable and no later than 30 days prior to the date of separation.

   c. Human Resources staff must assist employees subject to a RIF to apply for positions which are vacant and approved for hire by OMB. The ability of the employee to perform the work assignment will be assessed in the application process.

   d. Processing employee separation, including ensuring that employees are paid accumulated annual leave, not to exceed the annual cap, compensatory time, and any applicable sick leave and severance pay. For information regarding sick leave and severance pay amounts, see chart below.

   e. Separated employees will be placed on the recall list by job classification and seniority for a one-year recall period. Employees are responsible for notifying the Department of Human Resources of any change in address, email, or telephone number that occur during the recall period.

4. The CHRO, or designee, shall notify the Union of any bargaining unit employees affected by the RIF; the notice to the Union shall be given at least thirty (30) days prior to the employees' separation. The Union may request, at least twenty (20) days prior to the employees' separation to meet with the City Manager or designee, to discuss ways which will reduce the adverse effects on these employees to the greatest extent possible.

C. Re-employing Employees During the One-Year Recall Period

1. Vacant positions will be filled based on job classification and then seniority during the recall period. Where separated employees were previously in the same classification as a vacant position:
   a. A recalled employee must possess the necessary skills and experience to perform the duties of the vacancy and will be interviewed prior to being recalled.
   b. Where an employee on the recall list is offered to return to City employment, an offer letter will be provided.
   c. Separated employees who are recalled must be restored to regular employment at the same grade and step that was in place at the time of separation and will be subjected to a new one-year probationary period in accordance with A.R. 6-8, Probationary Period.
   d. An employee who is recalled will be removed from the recall list.
   e. Any employee who fails to respond to a recall opportunity within ten (10) working days following receipt of notification will forfeit recall rights.
2. Separated employees who seek a City position in a classification other than the class previously employed will be given priority consideration provided they apply and are qualified. Reemployed employees are:
   a. Provided an annual salary in accordance with A.R. 6-13, Eligibility and Determination of Pay Adjustments.
   b. Subject to a new one-year probationary period.
3. Employees separated under a RIF, including those who elect to retire, must be paid accumulated annual leave and compensatory time, and severance pay and accumulated sick leave based on the years of service as defined in the table below:

COMPLETED YEARS OF SERVICE	**PERCENTAGE OF SICK LEAVE PAYOUT**	**WEEKS OF SEVERANCE PAY**
0 TO 5	5%	2 weeks' pay
6 to 10	10%	3 weeks' pay
11 to 15	15%	4 weeks' pay

16 to 19	20%	5 weeks' pay
20 or more	25%	6 weeks' pay

D. Unemployment Compensation

Employees who are subject to a RIF in accordance with this Article and under Administrative Regulation 6-22 shall be entitled to unemployment compensation as provided by the Code of the Commonwealth of Virginia.

E. Appeal

While a RIF implemented under this Article or Administrative Regulation 6-22 is not grievable under this Agreement or A.R. 6-21, Grievance Procedures, any bargaining unit employee who can demonstrate that the City did not follow the procedures enacted in this Article or A.R. 6-22 may submit a written appeal to the Department Head and request a meeting, utilizing the procedure outlined in A.R. 6-21, Grievance Procedure or the grievance procedure outlined in this Agreement.

ARTICLE 13 – SENIORITY

A. Definition

Seniority means an employee's length of service with the City. Seniority is determined by the date of hire as an employee, as defined by City Code, Section 2-5-68, subject to the break in service provisions in Section C.

B. Calculating Seniority

The City shall determine the rank order of employees having the same service computation date by using the alphabetical order of their surname.

C. Break in Service

In calculating seniority, an employee's continuous service shall be broken by resignation, discharge, layoff, retirement, reduction in force, or other form of separation. If an employee returns to a full-time position within the City, within one year, the seniority they had at the time of their departure shall be restored, but they shall not accrue additional seniority during the period of their absence.

D. Seniority List

Upon request, but no more than once a year unless mutually agreed upon by the parties, the City shall provide the Union with a list of all employees in the bargaining unit in order of seniority.

ARTICLE 14- PROBATIONARY EMPLOYEES

In accordance with City Code Sec. 2-5-70(a)(11), the City retains the ability and authority to continue to implement the Administrative Regulations – (AR) 6-8 in the management of probationary employees. Probationary employees enjoy the same terms and conditions of employment set forth in this contract as other bargaining unit members to the extent the contract does not conflict with AR 6-8. Subject to applicable law, a probationary employee may be terminated during the course of the probationary period without stated cause and without recourse to the grievance procedure or any other dispute resolution process.

ARTICLE 15- EMERGENCY EMPLOYEES

A. An Emergency Employee is any employee who is required to report to work or remain at work during an emergency closing, as designated by their departmental management based on the nature of the emergency and the operational needs of the government. Designation as an Emergency Employee may vary depending on the type, severity, and location of the emergency, and is not limited to specific job titles or classifications. All employees should be aware that they may be designated as Emergency Employees under certain circumstances, regardless of their usual work assignments. The City will communicate Emergency Employee designations in advance when possible but may make real-time determinations in response to evolving conditions.

B. The City Manager or designee may declare some or all city facilities, services or programs closed for specific periods of time due to inclement weather or other emergencies. Regular full and part-time emergency employees must report to work in-person during closures and are compensated for:

1. Applicable straight, overtime, stand-by or call back hours; and
2. Emergency leave pay for all time worked during the period of closure on a straight time (1.0) basis.

C. Non-emergency employees who are not reassigned must leave the work site or not report to work. Non-emergency employees will be paid as follows:

1. Full and part-time regular employees who were scheduled to work in person will be paid emergency leave pay in lieu of regular hours for all regularly scheduled hours during the period of closure.
2. Full and part-time regular employees who, as part of a pre-approved telework agreement, were scheduled to telework during the period of the closure should telework as normal and are not entitled to Emergency Leave Pay.
3. Full and part-time regular employees on scheduled leave shall record and be paid leave pursuant to the pre-existing request and approval.
4. Full and part-time regular employees who were scheduled to work but approved for Unscheduled Leave prior to the declaration of an emergency closing shall receive emergency leave pay consistent with general full and part-time regular employees in section C(1), above.
5. Full and part-time regular employees who were scheduled to start their first day of employment during an emergency closure, and who reported to work as scheduled following the closure, shall receive emergency leave pay consistent with general full and part-time regular employees in section C(1), above.

ARTICLE 16 - HOURS OF WORK

A. The City Manager determines the hours of work for all employees. While some administrative functions generally follow standard business hours, departments may operate outside those times depending on their service responsibilities. As far as practicable, the number of work hours shall be uniform for all persons in full-time positions in the same class. Unless otherwise approved by the City Manager, all full-time positions require a forty-hour (40) work week except uniformed positions in Police Operations, Fire Operations and the Sheriff's Office.

B. Department Heads may establish work schedules as necessary to provide adequate service levels. All work schedules must be available in the department and may be changed provided adequate notice is given except as otherwise provided in this agreement. AR 6-14 (March 2, 2012) is applicable to all other hours worked. Attached as Appendix A.

ARTICLE 17-WAGES

A. Wages

1. Fiscal Year 2027 Wage Adjustment

   Effective with the first full pay period commencing on or after July 1, 2026, the salary schedules in effect shall be increased by three percent (3%).

2. Fiscal Year 2028 Wage Adjustment

   Effective with the first full pay period beginning on or after July 1, 2027, the salary schedules in effect shall be increased by two and three-quarters percent (2.75%).

3. Fiscal Year 2029 Wage Adjustment

   Effective with the first full pay period beginning on or after July 1, 2028, the salary schedules in effect shall be increased by one and one-half percent (1.5%).

B. Merit Increases

If an employee is not given their annual performance evaluation within 60 days of their merit increase eligibility date, the employee shall move up a step and receive the pay increase associated with the step movement retroactive to the eligibility date. This does not prohibit a supervisor from giving the employee an evaluation that is below standard at a later date, but the employee will remain at the step and keep the increase they received at that time.

C. Longevity Bonus

Employees who have remained at the top step of their pay grade for at least five years but less than ten years will receive a one-time longevity bonus of $1,000. Employees who have remained at the top step of their pay grade for ten or more years will receive a one-time longevity bonus of $3,000.00. The City will pay such longevity bonuses to employees who are already eligible on the first full pay period commencing on or after July 1, 2026. After that, the City will pay employees the longevity bonus the first full pay period after the employee attains eligibility.

ARTICLE 18 - OVERTIME-COMPENSATORY TIME

Overtime work must be officially initiated and approved by the employee's immediate supervisor or a designated authorizing City official before it is performed. Overtime work for non-exempt employees will be in accordance with the e Fair Labor Standards Act ("FLSA") shall be defined, earned and computed in accordance with the FLSA but shall not be less than one and a half times an employee’s ordinary rate of pay.

In calculating overtime, all hours of paid leave shall count towards an employee's weekly total except for holiday pay.

When overtime is scheduled two or more weeks in advance, the right of first refusal will be afforded to available City employees in the same division who is capable of performing the work before such overtime is offered to a contractor. If, after one week, fewer City employees have volunteered than are needed, the City may offer the work to a contractor.

ARTICLE 19- STANDBY PAY

A. General

An employee may be required to be on standby after having completed their regular tour of duty. An employee who is on standby Monday through Friday will be awarded one and one-half(1.5) hours of standby pay for each day the employee is on standby not to exceed seven and one-half (7.5) hours of pay. An employee who is on standby Saturday, Sunday or a holiday will be awarded four (4) hours of standby pay for each day the employee is on standby.

For purposes of the Agreement, standby is defined as when an employee is required to remain accessible and available during the hours identified by the City.

If an employee fails to respond when contacted by the City (the City will be responsible for providing non-exempt employee with a mobile communication device at no cost to the employee), the employee shall not receive standby pay for the hours during which the employee was to be on standby.

B. Notice of Standby Hours

All employees shall be provided with notice of their designation, and the specific hours during which he/she shall be required to remain on standby.

ARTICLE 20- CALL-BACK PAY

Nonexempt employees shall be entitled to receive two and three-quarter (2.75) hours or hours worked at the time and a half hourly rate of pay, when required to return to work after leaving their scheduled place of work, not to exceed two instances daily Monday through Friday and not to exceed three instances on Saturdays, Sundays, or holidays.

ARTICLE 21- SHIFT DIFFERENTIAL & HOLIDAY PAY

A. Evening and Night Shift Differentials

1. Full-time regular employees, both exempt and non-exempt, will be entitled to the following shift differentials. Shift differentials will also apply to all hours worked on a qualifying shift and overtime hours resulting from shift extensions on a qualifying shift.

   a. For shifts starts between 11:00 a.m. and 4:59 p.m., $1.00 per hour (SDS).

   b. For shifts starts between 5:00 p.m. and 4:59 a.m., $1.50 per hour (SDT).

B. Holiday Pay

1. Regular full-time employees in a non-overtime status (exempt employees and non-exempt employees with less than 40 hours that week) who work on a designated holiday will receive their normal holiday entitlement (one workday's pay) plus hour-for-hour pay or compensatory time for hours worked on the holiday.

2. Regular full-time employees who work in an overtime status on a designated holiday will receive their normal holiday entitlement (one work day's pay) plus overtime compensation as described A.R. 6-14.

3. Regular part-time employees, scheduled to work a minimum of 20 hours per week, shall be paid only for holidays that fall on their assigned work days, and they shall be paid for the number of hours that they would have normally worked on the holiday. Those regular part-time employees who work on the holiday shall be paid at straight time rates. Employees scheduled to work less than 20 hours per week shall not be paid for holidays unless they work on the holiday and then only for actual hours worked at straight time rates.

4. To be eligible for holiday pay, an employee must be in a paid status for the entire last scheduled working day before and the entire first scheduled working day after a holiday.

ARTICLE 22-HOLIDAYS

The compensated holidays are subject to City Council's approval in the applicable budget. These holidays shall be observed on the day designated by the City Manager.

ARTICLE 23-BOOT ALLOWANCE

All employees required to wear protective footwear will be issued an annual boot allowance voucher of not less than $200.00 per pair up to two boot pairs per year. Boot allowances will be taxed as a fringe benefit when required by law.

ARTICLE 24-LEAVE

A. General

The provisions herein are not intended to completely cover all leave issues. In administering leave, the City shall comply with all municipal, state, and federal laws concerning leave. The categories, administration, and accrual rates of leave will be governed by Administrative Regulation 6-18 (April 10, 2019) attached as Appendix B. The leave accrual rates referenced in this section are contained in the following Annual and Sick Leave accrual table for regular full-time and regular part-time employees:

REGULAR FULL-TIME EMPLOYEES
ANNUAL & SICK LEAVE ACCRUAL TABLE I

LENGTH OF SERVICE	DAYS EARNED/ YEAR	80 FT HOURS/PP ACCRUAL RATE/ MAX CAP	84 FT HOURS/PP ACCRUAL RATE/ MAX CAP	106 FT HOURS/PP ACCRUAL RATE/ MAX CAP	70 FT HOURS/PP ACCRUAL RATE/ MAX CAP
< 12 Months	13 Days	4.00 accrual 192 maximum	4.20 accrual 202 maximum	6.00 accrual 288 maximum	3.50 accrual 168 maximum
1 Year	14 Days	4.32 accrual 208 maximum	4.52 accrual 218 maximum	6.47 accrual 312 maximum	3.77 accrual 182 maximum
2 Years	15 Days	4.62 accrual 224 maximum	4.83 accrual 235 maximum	6.92 accrual 336 maximum	4.03 accrual 196 maximum
3 Years	16 Days	4.93 accrual 240 maximum	5.17 accrual 252 maximum	7.38 accrual 360 maximum	4.32 accrual 210 maximum
4 Years	17 Days	5.23 accrual 256 maximum	5.48 accrual 269 maximum	7.83 accrual 384 maximum	4.58 accrual 224 maximum
5 Years	18 Days	5.55 accrual 272 maximum	5.80 accrual 285 maximum	8.30 accrual 408 maximum	4.85 accrual 238 maximum
6 Years	19 Days	5.87 accrual 288 maximum	6.12 accrual 303 maximum	8.77 accrual 432 maximum	5.12 accrual 252 maximum
7 Years	20 Days	6.17 accrual 304 maximum	6.43 accrual 319 maximum	9.22 accrual 456 maximum	5.38 accrual 266 maximum
8 Years	21 Days	6.48 accrual 320 maximum	6.77 accrual 336 maximum	9.68 accrual 480 maximum	5.67 accrual 280 maximum
9 Years	22 Days	6.78 accrual 336 maximum	7.08 accrual 353 maximum	10.13 accrual 504 maximum	5.93 accrual 294 maximum
10 Years	23 Days	7.10 accrual 352 maximum	7.40 accrual 370 maximum	10.60 accrual 528 maximum	6.20 accrual 308 maximum
11 Years	24 Days	7.42 accrual 368 maximum	7.72 accrual 386 maximum	11.07 accrual 552 maximum	6.47 accrual 322 maximum
12 Years or more	25 Days	7.72 accrual 384 maximum	8.03 accrual 403 maximum	11.52 accrual 576 maximum	6.73 accrual 336 maximum

SICK LEAVE ACCRUAL TABLE I

	80 FT HOURS	84 FT HOURS	106 FT HOURS	70 FT HOURS
ACCRUAL RATE	3.69 accrual 12 days/year	3.88 accrual 12 days/year	5.54 accrual 12 days/year	3.23 accrual 12 days/year

B. Annual & Sick Leave Accrual Table II for Regular Part-Time Employees

REGULAR PART-TIME EMPLOYEES
ANNUAL & SICK LEAVE ACCRUAL TABLE II

LENGTH OF SERVICE	70 PT HOURS/PP ACCRUAL RATE/ MAX CAP	60 PT HOURS/PP ACCRUAL RATE/ MAX CAP	50 PT HOURS/PP ACCRUAL RATE/ MAX CAP	40 PT HOURS/PP ACCRUAL RATE/ MAX CAP	20 PT HOURS/PP ACCRUAL RATE/ MAX CAP
< 12 Months	3.50 accrual 168 maximum	3.00 accrual 144 maximum	2.50 accrual 120 maximum	2.00 accrual 96 maximum	1.00 accrual 48 maximum
1 Year	3.77 accrual 182 maximum	3.23 accrual 156 maximum	2.68 accrual 130 maximum	2.17 accrual 104 maximum	1.08 accrual 52 maximum
2 Years	4.03 accrual 196 maximum	3.47 accrual 168 maximum	2.88 accrual 140 maximum	2.32 accrual 112 maximum	1.17 accrual 56 maximum
3 Years	4.32 accrual 210 maximum	3.68 accrual 180 maximum	3.07 accrual 150 maximum	2.48 accrual 120 maximum	1.23 accrual 60 maximum
4 Years	4.58 accrual 224 maximum	3.92 accrual 192 maximum	3.27 accrual 160 maximum	2.63 accrual 128 maximum	1.32 accrual 64 maximum
5 Years	4.85 accrual 238 maximum	415 accrual 204 maximum	3.45 accrual 170 maximum	2.80 accrual 136 maximum	1.40 accrual 71 maximum
6 Years	5.12 accrual 252 maximum	4.38 accrual 216 maximum	3.63 accrual 180 maximum	2.97 accrual 144 maximum	1.48 accrual 72 maximum
7 Years	5.38 accrual 266 maximum	4.62 accrual 228 maximum	3.83 accrual 190 maximum	3.12 accrual 152 maximum	1.57 accrual 76 maximum
8 Years	5.67 accrual 280 maximum	4.83 accrual 240 maximum	4.02 accrual 200 maximum	3.28 accrual 160 maximum	1.63 accrual 80 maximum
9 Years	5.93 accrual 294 maximum	5.07 accrual 252 maximum	4.22 accrual 210 maximum	3.43 accrual 168 maximum	1.72 accrual 84 maximum
10 Years	6.20 accrual 308maximum	5.30 accrual 264 maximum	4.40 accrual 220 maximum	3.60 accrual 176 maximum	1.80 accrual 88 maximum
11 Years	6.47 accrual 322 maximum	5.53 accrual 276 maximum	4.58 accrual 230 maximum	3.77 accrual 184 maximum	1.88 accrual 92 maximum
12 Years or more	6.73 accrual 336 maximum	5.77 accrual 288 maximum	4.78 accrual 240 maximum	3.92 accrual 192 maximum	1.97 accrual 96 maximum

PT SICK LEAVE ACCRUAL TABLE II

	70 PT HOURS/PP ACCRUAL RATE/ MAX CAP	60 PT HOURS/PP ACCRUAL RATE/ MAX CAP	50 PT HOURS/PP ACCRUAL RATE/ MAX CAP	40 PT HOURS/PP ACCRUAL RATE/ MAX CAP	20 PT HOURS/PP ACCRUAL RATE/ MAX CAP
SICK ACCRUAL	3.23 accrual 12 Days/Year	2.77 accrual 12 Days/Year	2.31 accrual 12 Days/Year	1.85 accrual 12 Days/Year	0.92 accrual 12 Days/Year

C. Paid Parental Leave

Paid Parental Leave shall be governed in accordance with the Administrative Regulations.

ARTICLE 25-ANNUAL LEAVE PAYOUT

An employee who is separated from City service in good standing or is otherwise entitled to a payment of unused annual leave under A.R. 6-18 shall receive payment for each hour of unused annual leave in the employee's official leave record up to the maximum accrual cap, consistent with leave payout guidelines outlined in AR 6-18.

ARTICLE 26-BENEFITS COMMITTEE

The Union shall be permitted two (2) employee representatives on the Employee Benefits Committee established by the City's Department of Human Resources. The purpose and function of the Committee is to review existing employee benefits and their provisions and make recommendations to the parties regarding cost containment measures.

ARTICLE 27-HEALTHCARE PLANS & OTHER WELFARE BENEFITS

A. Healthcare Plan

The City shall make available to full-time permanent employees covered by this Agreement the same City health plans that are offered to its non-represented employees, as such health plans may be changed from time to time.

B. Dental and Optical

The City also shall make available to full-time permanent employees covered by this Agreement the same City dental and vision programs that are offered to its non-represented employees, as such dental and vision programs may be changed from time to time.

C. Group Term Life & Accidental Death and Dismemberment (AD&D) Insurance

The City shall provide group term life insurance coverage at no cost to full-time and part time employees, who work 20 or more hours per week, per the following schedule:

1. Employees hired prior to July 1, 2009: Basic coverage equal to 2 times annual base salary rounded to next highest thousand up to $500,000
2. Employees hired on or after July 1, 2009: Basic coverage equal to 1 times annual base salary rounded to next highest thousand up to $500,000
3. Employees hired prior to July 1, 2009 are eligible for life insurance coverage upon retirement.

The coverage begins at the first of the month following 90 days of continuous service.

Employees may purchase supplemental life insurance in the amount of one (1) or two (2) times their basic yearly earnings, but the total amount of basic and supplemental life insurance may not exceed $750,000. Employees will be required to show proof of good health if they apply for any amount of supplemental life insurance more than 31 days after the date they become eligible. Additionally, employees may purchase dependent life insurance.

D. Flexible Benefits Plan

Employees covered by this Agreement are eligible to participate in a City sponsored Flexible Benefits Plan.

ARTICLE 28- DEFINED CONTRIBUTION PLAN

City employees who currently participate in the City of Alexandria Defined Contribution Plan may continue to participate in the City of Alexandria Defined Contribution Plan.

ARTICLE 29 - HEALTH & SAFETY

A. Responsibilities

Management agrees that it has the responsibility to provide a workplace free of hazards that may cause death or physical harm to employees. Employees are responsible for performing their duties in a safe manner.

The City shall provide and maintain safe and healthful working conditions for all employees as required by applicable laws. It is understood that the City may exceed standards established and regulations consistent with the objective set by law. The City shall make every effort to provide and maintain safe working conditions. The Union shall cooperate in these efforts by encouraging its members to work in a safe manner. Standards involving health and safety shall be governed by the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq. ("OSHA") and other applicable laws.

B. Sharing of Information

Management and the Union shall cooperate in keeping each other informed of unhealthy and unsafe conditions in the workplace.

C. Safety Committee

A Safety Committee may be created and utilized to identify and discuss safety issues appropriate for Labor Management dialogue in that they do not involve any responsibility or authority for resolution or disposition of any employee-specific safety incident(s). It may make recommendations regarding safety risks and safety equipment matters, affecting bargaining unit employees. The composition of the Safety Committee shall be determined by the Labor-Management Committee as shall be the meeting frequency. An employee representative will be invited to attend the city's quarterly Risk and Safety Committee.

D. Protective Clothing and Equipment

1. Safety and protective equipment that is issued or made available by the City shall be worn or utilized, as the case may be, by the employees.
2. The City agrees to maintain clean and sanitary personnel facilities. Employees are responsible for leaving such facilities in an orderly condition.

An employee representative will be invited to attend the cities quarterly Risk and Safety Committee

ARTICLE 30 - WORKER'S COMPENSATION

Title 65.1 of the Code of Virginia and Administrative Regulation 6-27 shall govern workers' compensation benefits to employees who are injured by accident or contract an occupational disease, if it is determined that the injury or disease arises out of and in the course of their employment with the City of Alexandria.

ARTICLE 31- EMPLOYEE LICENSE & CERTIFICATIONS

If it is determined by the City that employees holding certain positions should be certified or licensed, the City will notify employee(s) of the timeframe in which they must possess the license or certificate. To accomplish this, the City shall pay for the initial training and up to two tests for employee(s) for whom such licensing or certification is required as part of their job requirements and may supply training when applicable provided that there is no more than six months between tests and the employee can continue to perform all of their job duties in accordance with the federal and state law and city policy. Employees must provide confirmation of successful completion for all required or approved licensing and certification courses and exams to their departmental HR liaison.

After notifying employee(s) of the new licensing or certification requirement the City agrees to provide access to training necessary to obtain a license or certification. and when practicable provide employees a reasonable amount of time before any certification or licensing test is required.

ARTICLE 32- TRAINING

Management and the Union agree that the training and development of the employees within the unit(s) is a matter of primary importance to all parties. The feasibility of upward mobility and training for unit employees shall be a proper subject for Labor Management meetings. Management agrees to convene Labor Management meetings within 60 days of contract ratification to begin discussions on training needs of bargaining unit employees.

Consistent with A.R. 6-16 (August 21, 2024), Management may approve an employee's request to attend training or education classes away from the worksite, or financial assistance if the education or experience to be acquired is career-related.

ARTICLE 33 - NEW TECHNOLOGY

Except with respect to routine software updates and upgrades, the City shall notify the Union when training is required for employees affected by the implementation of new equipment or new technology that has not previously been used by the City. The City retains the ability to adopt and implement new technology and equipment as needed. If training is required by the City, the City shall pay for the cost of the training if applicable.

ARTICLE 34 - CAREER DEVELOPMENT

The parties agree as soon as practicable after the execution of this Agreement, that the union shall designate a representative who shall serve as their Career Development Liaison on matters related to career development and upward mobility.

ARTICLE 35 - EDUCATIONAL REIMBURSEMENT

All full-time permanent employees covered by this Agreement shall be eligible for and covered by the City's policy governing reimbursement of approved educational expenses for undergraduate and/or graduate programs in accordance with Article 6-16 (August 21, 2024)..

ARTICLE 36 - DISPUTE RESOLUTION PROCEDURES

A. The Parties recognize that employees are entitled to file and seek resolution of disputes under the provisions of this negotiated dispute resolution procedure. The Parties agree not to interfere with, restrain, coerce, or engage in any reprisal against a bargaining unit employee or Union representative for exercising rights under this Article.

B. The term “dispute" means any complaint by any bargaining unit employee or Union concerning:

1. A claim of breach of a collectively bargained agreement.
2. Any claimed violation, misinterpretation, or misapplication of any law, rule, regulation, or written policy affecting conditions of employment of bargaining unit employees.

When filing a dispute, the filing party shall include at least the following information:

1. A statement of facts;
2. A statement of what sections of the contract, law, rule, regulation, or policy that the City violated; and
3. The remedy sought.

This dispute resolution procedure is separate and distinct from the City’s administrative grievance procedure, described in A.R. 6-21, which was not negotiated with the Union. To the extent an employee may file a dispute under this section for a matter that also meets the definition of a “grievance” under Va. Code 15.2-1507[1], the employee must elect to file their claim under either the City’s administrative grievance procedure (A.R. 6-21) or this Article

[1] Va. Code 15.2-1507(A)(1). Definition of grievance. A grievance shall be a complaint or dispute by an employee relating to his employment, including (i) disciplinary actions, including dismissals, disciplinary demotions, and suspensions, provided that dismissals shall be grievable whenever resulting from formal discipline or unsatisfactory job performance; (ii) the application of personnel policies, procedures, rules, and regulations, including the application of policies involving matters referred to in clause (iii) of subdivision 2; (iii) discrimination on the basis of race, color, creed, religion, political affiliation, age, disability, national origin, sex, marital status, pregnancy, childbirth or related medical conditions, sexual orientation, gender identity, or military status; and (iv) acts of retaliation as the result of the use of or participation in the grievance procedure or because the employee has complied with any law of the United States or of the Commonwealth, has reported any violation of such law to a governmental authority, has sought any change in law before the Congress of the United States or the General Assembly, or has reported an incidence of fraud, abuse, or gross mismanagement. For the purposes of clause (iv), there shall be a rebuttable presumption that increasing the penalty that is the subject of the grievance at any level of the grievance shall be an act of retaliation.

pursuant to City Code Sec. 2-5-80(c). An employee's initial election to file a dispute or grievance shall be binding and irrevocable at the time of filing the Step 1 dispute or grievance.

C. Disputes which may arise, under this Agreement, shall be settled in the following manner:

1. Disputes filed by the Union shall be initiated at the lowest step at which a resolution is possible. Disputes initiated by the Union shall be filed, in writing, within 15 days of the Union learning of the facts giving rise to the dispute. The dispute shall be filed electronically and hand delivered to the Department Director of the impacted employee(s) and with a copy provided to the City Attorney and/or designee. The Director shall attempt to resolve, modify, or uphold the dispute at that time and shall render a written decision within 15 days.

2. The Union may submit the dispute to arbitration if the dispute is not settled after meeting with the Department Director and does not challenge discipline.

3. The Union submitting the dispute for resolution by an arbitrator must notify the City, in writing, of the Union's intent to submit it and must do so within 15 days of the Department Director's decision. Notice of the City's intent shall be in writing.

4. If the Union invokes arbitration, the parties shall jointly request a panel of seven arbitrators from the Federal Mediation and Conciliation Service, the American Arbitration Association, or other service as mutually agreed by the Union and the City. The Union and City shall, within 15 days of receipt of the panel, make a selection of an arbitrator. In the event the Union and the City cannot agree on an arbitrator, the Union and the City shall select an arbitrator through strikes with each side striking one name on the list until just one name remains. The Union and City shall alternate who makes the first strike from the arbitrator panel.

5. The Union and City shall make every effort to schedule arbitration of the matter as expeditiously as possible. The Union and the City will provide witness and exhibit lists to each other at least 5 business days prior to a scheduled arbitration hearing.

6. The arbitration hearing will be held, if possible, at a mutually agreeable location, during regular business hours on a regular business day. The decision of the arbitrator will be considered an award pursuant to the Virginia Uniform Arbitration Act.

7. The City, the Union, and any bargaining unit employees filing disputes must adhere to the negotiated timeline. Failure of the grieving party to meet the timeline in the above procedures shall result in the withdrawal of the grievance or dispute. Failure of the responding party to provide a response within the required time limits set forth herein will result in a decision in favor of the other party. However, before this can occur, the party alleging noncompliance will provide written notice to the other party who will have

seven (7) calendar days from receipt to correct the issue. All timelines for the party filing the dispute to move the dispute to the next step in the process shall be stayed until the responding party responds to the dispute.

8. The City must raise any procedural and/or arbitrability defenses in its first response to the dispute. However, the City's obligation to raise such defenses shall not apply if the City Attorney and/or designee has not been provided a copy of the dispute at the time of the filing. Any such defenses not raised in the first dispute response, when the City Attorney and/or designee has perceived proper notice, are considered waived. If the City raises any procedural and/or arbitrability defenses at arbitration/administrative hearing, the Arbitrator/administrative hearing officer shall conduct a single arbitration/administrative hearing on both the procedural/arbitrability issues and the substance of the dispute, in order to avoid unnecessary delay and cost of holding two hearings. The Arbitrator/administrative hearing officer shall address both the procedural/arbitrability issues and the substance of the dispute in a single decision.

9. The City shall, upon request, provide the Union with necessary information to aid in resolving and/or presenting specific disputes insofar as permissible without violating laws or regulations. The information shall be provided to the Union at no cost to the Union.

10. At any step of the dispute resolution procedure prior to arbitration/administrative hearing, the filing party may request a meeting with the deciding official at that step. The meeting will be scheduled within 7 days of the request. The time period for responding shall not begin to run until after the meeting has been held.

11. Individuals can file disputes with or without the assistance of the Union but must follow the same procedures and timelines outlined above. If a bargaining unit employee decides to file a dispute without the assistance of the Union, the Union is relieved of its obligation to represent the employee. The Union can assist the employee in any part of the process. If an employee requests a meeting at any step of the process, the City shall ensure that the Union is invited to attend the meeting. Regardless· of whether the Union is representing an employee in a dispute, the City will provide the Union with copies of all dispute decisions. Decisions resolving disputes filed without the Union's involvement shall be without precedential bearing on future disputes.

12. Arbitrators shall have no power to add to, detract from, or alter in any way the provisions of this Agreement.

13. Cost sharing. All expenses involved in the arbitration proceedings (*i.e.*, arbitrator fees and arbitrator hearing transcripts) shall be equally shared between both parties. However, expenses relating to the calling of witnesses shall be borne by the party at whose request such witnesses are required.

14. At any arbitration, any time spent by bargaining unit employees serving as witnesses or representatives shall be considered work time. The City may, with the assistance of the Union, adjust the regular work schedules of witnesses and representatives so that the employees' regularly scheduled hours coincide with the hearing schedule.

15. If multiple bargaining unit employees file identical disputes, the Union, at its election, may decide, at any time between the filing of the dispute and invocation of arbitration, to consolidate the disputes for presentation and representation by the Union.

16. Reasonable time during working hours will be allowed for employees and Union representatives to present disputes, including meetings, if any.

17. If at any time during the dispute resolution procedure, the City grants in full the remedy sought in the dispute, the dispute shall be considered resolved.

D. Matters Not Subject to Dispute Resolution

Except as provided otherwise in this collective bargaining agreement, the City Council and the City Manager retain the exclusive right to manage the affairs and operations of City government. Accordingly, the following matters are not grievable under the procedure established by this contract.

1. The content of ordinances, statutes, and established personnel policies, procedures, rules, and regulations;

2. The establishment and revision of wages, salaries, benefits, and position classifications;

3. The failure to promote, except where the employee can show that established promotional policies or procedures were not followed or applied fairly;

4. The failure to transfer, to reassign or to retain, except where the employee can show that established personnel policies or procedures were not followed;

5. The hiring, promotion, transfer, assignment, reassignment, discipline and retention of another employee;

6. The termination, lay-off, demotion, or suspension from duties of an employee due to a lack of work, reduction in the work force, job abolition, or budget restrictions, except where such action affects an employee who has been reinstated within the previous six months because of the final determination of a grievance. In any grievance brought under the exception to this rule, the action of the City shall be upheld upon a showing by the City that (a) there was a valid business reason for the action, and (b) the employee was notified of such reason in writing prior to the effective date of the action;

7. The work activity assigned to an employee as a condition of employment, the work activity which may reasonably be expected to be a part of the job content, and the measurement and assessment of an employee’s work performance by a supervisor

through an informal discussion, a counseling session, a formal performance evaluation or any other means, except that a performance evaluation shall be grievable where the employee can show that it was arbitrary or capricious, or was not conducted in accordance with established practice and procedure;

8. The methods, means, facilities and personnel by which work activities are to be conducted and City services are to be delivered, including the following:
    a. The provision of new, improved or changed equipment, tools, and facilities;
    b. The determination of the City's financial, budgetary, accounting, and organizational policies and procedures;
    c. The utilization of personnel and the scheduling of work, including the assignment to a particular shift, the rotation of the work week, and the assignment and requirement of overtime;
    d. The determination of appropriate training and career development for an employee and a decision approving or rejecting a particular training or career development; and
    e. The consideration of and the decisions regarding contracting out for goods and/or services;
9. Actions taken as necessary to carry out the duties of the City in emergencies, including the relief of employees from duty;
10. Any action which is necessary to comply with City, State, or Federal law;
11. The determination of the governmental services to be rendered to the residents of the City.

E. Addressing Matters Not Subject to Dispute Resolution

A dispute which presents a matter listed above may be rejected at any step of the process; however, should the matter be rejected it shall be referred to the Chief Human Resources Officer (CHRO) for a decision on the disputability and access issue. Any decision denying a dispute, or access grounds shall be in writing within seven (7) calendar days.

1. Within ten (10) calendar days following a decision by the CHRO that a matter is not e disputable and ineligible for access to the process, the employee(s) may appeal the CHRO's decision to the Alexandria Labor Relations Administrator (LRA). The employee(s) shall initiate such an appeal by written notice to the CHRO, and the appeal notice shall set forth the reasons why the employee(s) believes the dispute presents a disputable matter or is eligible for access to the process.

2. Within ten (10) calendar days following receipt of an employee's appeal, the CHRO, or designee, shall transmit the dispute, the written decision, or decisions concluding that the matter raised by the employee(s) is not disputable or is ineligible for access to the process, any further statement by the City on disputability or access, and the employee's appeal notice to the LRA. A copy of the transmittal shall be provided to the employee(s) and to any other parties.
3. Within thirty (30) days of receipt of such materials, the LRA shall hear the appeal on the record transmitted and such additional evidence as may be necessary to resolve any controversy as to the correctness of the record. The LRA, in its discretion, may receive additional evidence. The LRA may affirm, reverse, or modify the decision of the City regarding disputability or access to the process. The decision of the LRA shall be final and binding on the parties.

ARTICLE 37 - EMPLOYEE RIGHTS DURING INVESTIGATIONS & INTERVIEWS

A. Policy

Employees are granted certain constitutional rights and privileges, and the City duly respects these liberties. However, the City and the Union also agree that certain circumstances will arise which will lead to a Fact Finding Review, Administrative Interview, and/or an Administrative Inquiry of employees for a potential violation of applicable rules and regulations. It is in this context that the following sections will apply.

B. Definitions

1. For purposes of this Article, the term "Administrative Interview" means any questioning of a formal nature that could lead to dismissal, demotion, or suspension for punitive reasons of an employee.
2. For the purpose of this Article, the term "Administrative Inquiry" is defined as a formal process initiated as a result of allegations of misconduct.
3. For the purpose of this Article, the term “Fact Finding Review” is defined as, a review process to determine the facts of an allegation prior to an administrative inquiry being opened.
4. For the purpose of this Article, the term “Observer" is defined as, a person who is a Union representative for purposes of confidentiality.

C. Employee Rights

1. The provisions of this section shall apply whenever an employee is subjected to an Administrative Interview that could lead to dismissal, demotion, or suspension for punitive reasons. If an employee can reasonably expect discipline could result from an Administrative Interview the employee may have an Observer of their preference present during the Administrative Interview, as long as the interview is not unduly delayed. An employee may request to delay an interview up to 24 hours from notification in order to give the employee an opportunity to have their preferred Observer of the employee's choice present during the Administrative Interview. The employee will notify the City as soon as practical the name of the employee's preferred Observer.

    a. The Observer shall be present at all Administrative Interviews if the employee requests an Observer and it does not unduly delay the Administrative Inquiry. The Observer may not disrupt the Administrative Interview. Disruptions include purposeful acts to interrupt, hinder, or delay an interview, including directing an employee not to answer questions. This does not include allowable breaks during the interview or advising an employee not to reveal privileged information.

b. The Observer may not answer questions on behalf of the employee. The Observer and employee may take a 15-minute break for every 2 hours of interview to confer privately during an Administrative Interview. If the interview does not last 2 hours the employee and the Observer may confer privately for 30 minutes prior to the end of the Administrative Interview. If the interview goes beyond the 2 hours, the employee and the Observer will still have an opportunity to converse at the end of the interview for up to 30 minutes. The employee and Observer may ask clarifying questions at the end of the interview. If more time is needed, the employee being questioned can request additional time with the investigator.

c. The Observer and employee are prohibited from making any electronic recordings or transmitting any portion of the Administrative Interview in real time.

d. The City will inform the employee of the right to have an Observer present during an Administrative Interview, prior to the interview.

e. The City shall not attempt to prevent or dissuade an employee from requesting or acquiring an Observer during an Administrative Interview. This does not include conducting an Administrative Interview without an employee's preferred Observer after a 24-hour delay was given to the employee when possible.

f. The City shall not threaten retaliation or retaliate, against an employee in response to the employee requesting the use of, or serving as, an Observer during an Administrative Interview.

g. In no case shall an Observer be present or participate during any Administrative Interview if that Observer is involved in the Administrative Inquiry as a fact witness. In any situation in which an Observer is disqualified for that reason, the employee to be interviewed shall have the right to select an alternate Observer to be present during the Administrative Inquiry. An Observer who attends an Administrative Interview, shall be bound by the same confidentiality restrictions as the employee being interviewed.

h. If an attorney, on the City's behalf, attends the Administrative Interview, then the employee also has the right to have an attorney present during that Administrative Interview. If the employee has an attorney present during the Administrative Interview, the City may also request the City Attorney or designee be present. This Article’s provisions applicable to observers’ conduct also govern the conduct of an employee's attorney at an Administrative Interview.

2. Prior to commencement of any Administrative Interview, the employee being questioned shall be informed of the name and title of the official in charge of the Administrative Inquiry, the interviewers, and all persons present during the Administrative Interview.

3. Prior to the commencement of any Administrative Interview, the City will provide the employee, in writing, with a statement of the nature of the Administrative Inquiry.

4. The Administrative Interview will take place at a reasonable time, unless the matters being investigated are of such a nature that, in the sole judgment of the investigator, immediate action is required.

5. The employee shall not be offered any incentive as an inducement to answer any questions during an Administrative Interview.

6. If, during an Administrative Interview or the course of the Fact Finding review, it becomes apparent for the first time that discipline or potential discipline could arise against a witness, the City is required to stop the meeting/interview and provide at least 24 hours from notification for the employee to obtain their preferred Observer as long as the interview is not unduly delayed.

7. If, during the course of the questioning, it becomes apparent for the first time that discipline or potential discipline could arise against the Observer, the City will stop the meeting and the Observer shall be prohibited from continuing as an Observer in the current administrative investigation. The City will provide the former Observer at least 24 hours to obtain their preferred Observer as long as the interview is not unduly delayed. The City will provide the represented employee at least 24 hours from notification to obtain a substitute Observer.

8. Employee(s) who are the subject of the investigation or are witnesses will be provided a Garrity Warning at the beginning of the Administrative Interview and Fact Finding Review. The Garrity Warning advises employees that statements given during an Administrative Inquiry or Fact Finding Review are compelled statements and cannot be used to incriminate the affected employee in any criminal proceedings.

9. Employees who have received Garrity Warnings, must fully cooperate during Administrative Inquiries and Fact Finding Reviews. Employees must provide all pertinent information responsive to the City's questioning during Administrative Interviews which they have knowledge relative to the Administrative Inquiry and must respond truthfully.

10. Employees who are the subject of the Administrative Inquiry are prohibited from discussing any aspects of the investigation with anyone excluding administrative investigators, and the employee's Observer and/or attorney. This includes personal contact, telephone calls, text messages, social media postings, third-party contacts, email, and any other internet messages, comments, or postings. Witnesses who are interviewed during the course of the investigation, the employee’s designated Observer, and attorney are bound by the same confidentiality requirements.

11. If a recording of any Administrative Interview is made or if a transcript of the Administrative Interview is made, the employee is entitled to a copy without charge after the investigation is closed and before the issuance of discipline, if any. If a recording device is used, the employee being interviewed shall be notified.

    The City will notify employees who have been subject to an Administrative Inquiry when the investigation is closed. If the Administrative Inquiry does not result in discipline, no record of the Administrative Inquiry will be placed in the employee's personnel file.

    This Agreement does not preclude the normal day-to-day supervision involving the exchange of non-investigatory, non-disciplinary questions and answers between supervisor and employee.

12. The City shall, upon request, provide the Union with necessary information to aid in resolving and/or presenting specific disputes insofar as permissible without violating laws or regulations. The information shall be provided to the Union at no cost to the Union.

D. At any step of the dispute resolution procedure prior to arbitration/administrative hearing, the filing party may request a meeting with the deciding official at that step. The meeting will be scheduled within 7 days of the request. The time period for responding shall not begin to run until after the meeting has been held.

E. Individuals can file disputes with or without the assistance of the Union. If a bargaining unit employee decides to file a dispute without the assistance of the Union, the Union is relieved of its obligation to represent the employee. The Union can assist the employee in any part of the process. If an employee requests a meeting at any step of the process, the City shall ensure that the Union is invited to attend the meeting. Regardless· of whether the Union is representing an employee in a dispute, the City will provide the Union with copies of all dispute decisions.

F. Arbitrators shall have no power to add to, detract from, or alter in any way the provisions of this Agreement.

G. Cost sharing. All expenses involved in the arbitration proceedings (*i.e.*, arbitrator fees and arbitrator hearing transcripts) shall be equally shared between both parties. However, expenses relating to the calling of witnesses shall be borne by the party at whose request such witnesses are required.

H. At any arbitration/administrative hearing, any time spent by bargaining unit employees serving as witnesses or representatives shall be considered work time. The City may, with the assistance of the Union, adjust the regular work schedules of witnesses and representatives so that the employees' regularly scheduled hours coincide with the hearing schedule.

I. If multiple bargaining unit employees file identical disputes, the Union, at its election, may decide, at any time between the filing of the dispute and invocation of arbitration, to consolidate the disputes for presentation and representation by the Union.

J. Reasonable time during working hours will be allowed for employees and Union representatives to present disputes, including meetings, if any.

K. If at any time during the dispute and grievance resolution procedure, the City grants in full the remedy sought in the dispute, the dispute shall be considered resolved.

ARTICLE 38 - PERSONNEL FILES

A. Official Files

The City shall maintain the official personnel files of bargaining unit employees covered by this Agreement in the Human Resources Department.

B. Right to Examine

Employees shall have the right to review the contents of their personnel files upon submitting a written or email request, with at least five (5) business days' notice to Human Resources. Email requests shall be submitted to DHR.ER@alexandriava.gov. An employee shall review their personnel files in the presence of a Department of Human Resources employee at a reasonable time and place designated by the Department of Human Resources.

C. Notice and Opportunity to Respond

Employees will be notified when documentation of discipline as defined in A.R. 6-20 is placed in their personnel file. An employee will also be notified when a performance evaluation is placed in their personnel file in accordance with A.R. 6-24 and may provide supplemental comments on the performance evaluation.

D. Access by Union

Upon presentation of written authorization by an employee, a Union representative may examine the employee's personnel files. Review by a Union representative shall follow the same procedures as employees in section (B) above. If authorized, a Union representative shall only review the personnel files in the presence of a Department of Human Resources employee at a reasonable time and place designated by the Department of Human Resources.

E. Retention of Disciplinary Records

The City shall retain disciplinary records in an employee's personnel file unless so ordered in a binding legal judgment or pursuant to a negotiated settlement agreement that the disciplinary record be removed.

ARTICLE 39 - GOVERNING LAWS & REGULATIONS

The City and the Union agree that all applicable City laws, ordinances, government-wide rules, administrative regulations, rules, issuances, or policies govern the working conditions of this Agreement and will be followed to the extent they are not inconsistent with this Agreement.

ARTICLE 40 - COPIES OF REGULATIONS

The City agrees to make available to the Union one (1) copy of its personnel regulations, any revisions and amendments.

ARTICLE 41 - SAVINGS CLAUSE

If any Article, Section, or portion of this Agreement is rendered or declared invalid by any existing or subsequently enacted legislation or ordinance or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall apply only to the specific Article, Section, or portion thereof specified in the legislation or decision, and shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. The Parties agree, to the extent consistent with the law, to negotiate a successor provision to the invalid provision. If the parties are unable to come to an agreement on the matter, the provisions of Chapter 5, Article E of the Alexandria City Code shall apply.

ARTICLE 42 - DURATION & FINALITY OF AGREEMENT

This Agreement shall be implemented as provided herein subject to the requirements of Alexandria City Ordinance No. 5336 (Alexandria City Code § 2-5-79). The duration of this agreement is July 1, 2026 to June 30, 2029. This Agreement shall remain in effect until superseded by a new agreement.

The parties acknowledge that this Agreement represents the result of negotiations during which both parties, subject to agreed ground rules had the unlimited right and opportunity to make demands and proposals with respect to any mandatory negotiable subject matter.

This Agreement becomes effective in accordance with Sec. 2-5-79.

ARTICLE 43- SHIFT BIDS

The parties agree that, within sixty (60) calendar days from the effective date of this Agreement, they will form a subcommittee of the Labor Management Committee to address the creation of an equitable process for assigning bargaining unit employees to different shifts where a particular division or department operates more than one shift per work day. This subcommittee will have an equal number of representatives of the Union and the City. Any timeframes established by the sub-committee should be done in concert with priorities established by the broader Labor-Management Partnership committee.

ARTICLE 44- PERFORMANCE EVALUATIONS

A. Annual performance evaluations will occur in accordance with the terms of A.R. 6-24 (July 1, 2024), except as modified by the following:

1. Employees who believe the written policies and procedures of the performance evaluation program were violated in their case may file a grievance in accordance with the Parties' negotiated grievance procedure. Such grievances shall be limited to alleged violations of evaluation procedures, as opposed to disagreements with the judgment of the raters.

2. If an employee's duties and or performance expectations change significantly during the course of the evaluation period, raters will document those changes in writing to the employee.

3. Raters should provide informal feedback to their employees on a regular basis. If performance problems exist, the rater should discuss these performance issues with the employee at the appropriate time during the review period. A formal progress discussion may occur but is not required. If a progress discussion occurs, the supervisor shall summarize the major points of the progress discussion in the performance evaluation system.

FOR THE CITY OF ALEXANDRIA:

Alethea Predeoux

Alethea Predeoux, Deputy City Manager

Chief Negotiator for the City

Date: January 5, 2026

FOR AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL 20, LOCAL 3001:

Wayne Enoch

Wayne Enoch, AFSCME District Council 20 Executive Director

Chief Negotiator for the Union

Date: 1/6/2026

Appendix A: A.R. 6-14: Hours of Work and Special Pay

- **Effective Date:** March 2, 2012
- **Supersedes:** AR 6-14 dated 07-15-1990
- **Sections:** I - XII
- **Chapter:** Human Resources
- **Related Documents:**
    - Bilingual Pay Program Policy
    - AR 6-14 Revision of Temporary Appointments Memo - Dec. 4, 2014
    - AR 6-14 Clarification Memo - May 9 2013
    - City Pay Rules and Pay Process Memo - March 26 2003
    - Special Merit Freeze Release Memo
    - Acting Pay and Salary for Department Heads
    - Holiday Pay for Regular Employees Memorandum
    - Changes in the City's Pay Policies Memorandum
    - Revisions to A.R. 6-14 Memorandum
    - Clarification of Policy on Temporary Appointments Memorandum
    - Temporary Appointments Memorandum
    - Callback Pay for Police Officers
    - Appendix I
    - Employment Limitations
    - End of Year Leave Cap Extension Memo

I. AUTHORIZATION

The authority for this regulation is contained in the City Charter and Code provisions authorizing the City Manager to establish administrative procedures for the direction, supervision and coordination of City employees.

II. PURPOSE

To define City policy for the payment of special pay rates such as acting status, overtime, compensatory time, call back, standby, shift differential and emergency responses; to define the pay groups of Executive Salary Group, salaried and hourly personnel; and to define full-time, part-time and temporary appointments.

III. GENERAL POLICY

A. All positions in the City service under the supervision of the City Manager or which by written agreement with the appropriate elected official are covered under the City's adopted classification and salary plans, are subject to these regulations.

B. The City Manager determines the hours of work for all employees. As far as practicable, the number of work hours shall be uniform for all persons in full-time positions in the same class. Unless otherwise approved by the City Manager, all full-time positions require a forty-hour (40) work week except uniformed positions in Police Operations, Fire Operations and the Sheriff's Office.

C. Department heads may establish work schedules as necessary to provide adequate service levels. All work schedules must be available in the department and may be changed provided adequate notice is given.

IV. HOLIDAYS

A. The following holidays shall be observed each year on the day designated by the City Manager:

New Year's Day	Columbus Day
Martin Luther King Jr.'s Birthday	Veterans Day (observed day after Thanksgiving)

Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Inauguration Day (every 4th year)

B. If a holiday falls on Sunday, the next work day shall be observed as the holiday. If a holiday falls on Saturday, the preceding work day shall be observed as the holiday.

C. Holiday Pay

1. Regular full-time employees in a non-overtime status (exempt employees and non-exempt employees with less than 40 hours that week) who work on a designated holiday will receive their normal holiday entitlement (one work day's pay) plus hour-for-hour pay or compensatory time for hours worked on the holiday.

2. Regular full-time employees who work in an overtime status on a designated holiday will receive their normal holiday entitlement (one work day's pay) plus overtime compensation as described in Section V below.

3. Regular part-time employees, scheduled to work a minimum of 20 hours per week, shall be paid only for holidays that fall on their assigned work days, and they shall be paid for the number of hours that they would have normally worked on the holiday. Those regular part-time employees who work on the holiday shall be paid at straight time rates.

4. Employees scheduled to work less than 20 hours per week or those employed for less than 180 days shall not be paid for holidays unless they work on the holiday and then only for actual hours worked at straight time rates.

5. In order to be eligible for holiday pay, an employee must be in a paid status for the entire last scheduled working day before and the entire first scheduled working day after a holiday.

V. OVERTIME COMPENSATION

The department head is responsible for all overtime worked in the department. All overtime must be authorized in advance by the department head or by his/her authorized representative. There shall be no pyramiding or duplication in the computation of any overtime compensations, and no employee shall be paid more than once for the same hours worked.

Overtime compensation may be earned as follows:

A. Except as modified in the second paragraph of this section, all employees who are in positions identified as non-exempt (subject to requirements of the FLSA and who are not Emergency Rescue Technicians or sworn employees of the Sheriff's Office, Police Department or Fire Department) are to be paid or granted compensatory time at time and one-half their regular hourly rate, including shift differential and standby pay, for all required or permitted hours of work beyond forty (40) hours paid in one work week unless the extra hours worked in the work week are offset by compensatory time off in the same work week.

Non-exempt employees who are regularly scheduled to work Monday through Friday are to be paid or granted compensatory time at two (2) times their regular hourly rate for overtime work performed on Sunday, and non-exempt employees who are regularly scheduled to work other than Monday through Friday are eligible for double time pay or compensatory time for overtime work performed on the seventh (7th) day of their work week. In order to receive this double time premium, the employee must be in a work or paid leave status for forty (40) hours during the work week in which the Sunday/7th day overtime occurred. Emergency Rescue Technicians and uniformed (sworn) members of the Police, Fire, and Sheriff's departments are not eligible for the double time premium.

For all overtime work, the department head shall determine whether a) the employee shall receive overtime pay, or (b) the employee may elect, prior to commencement of the overtime work, compensatory time in lieu of cash. If compensatory time is elected by the employee, it shall accrue at the time and one-half or the double time rate, whichever is appropriate. If the employee's compensatory time balance has reached the maximum limit set in this Administrative

Regulation, overtime shall be paid in cash.

B. All employees who are in positions identified as exempt (not subject to the requirements of the FLSA) and are not included in the Executive Salary Group are entitled to compensatory time or pay at straight time rates at the department head's discretion. No compensatory time will be granted until forty (40) hours have been earned or paid in one work week. Hours worked beyond forty (40) must be approved in advance by the supervisor.

1. For law enforcement employees covered under 7(k) of the FLSA, the maximum number of straight-time work hours allowable is shown in paragraph G of the appendix to this A. R. 6-14.

2. For fire protection employees covered under 7(k) of the FLSA, the maximum number of straight-time work hours allowable is shown in paragraph G of the appendix to this A. R. 6-14.

C. Non-exempt employees will accrue compensatory time at the rate of time and one-half their hourly rate.

Exempt employees will accrue compensatory time at straight time rates.

Compensatory time balances are limited to the FLSA maximums of 160 hours for general employees and 240 hours for sworn law enforcement and fire protection employees. General employees must reduce their compensatory leave balance to 80 hours by the end of each calendar year. Law enforcement and fire protection employees must reduce their compensatory time leave balance to 160 hours by the end of each calendar year.

Non-exempt employees terminating City employment will be paid for all compensatory time balances at the appropriate compensatory rate up to the FLSA maximums of 240 for sworn law enforcement and fire protection employees and 160 hours for general employees. All exempt, non-ESG employees terminating City employment will be paid for all compensatory time balances at straight time rates up to the City maximum of 160 hours for sworn law enforcement and fire protection employees and 80 hours for general employees. Employees who are in positions identified as the Executive Salary Group (ESG) will not be paid for their compensatory time balances upon separation from City service. Prior to the ESG employee's final date of employment, the City will attempt to permit the use of accrued compensatory time, if the use of

such time does not unduly disrupt the operations of the department.

Non-exempt employees having a compensatory leave balance at the end of the calendar year in excess of the City 160-hour maximum for law enforcement and fire protection employees and 80 hours for general employees will be paid for those excess hours at the appropriate rate.

All exempt employees (ESG and non-ESG) having a compensatory leave balance at the end of the calendar year in excess of the City 160-hour maximum for law enforcement and fire protection employees and 80 hours for general employees will forfeit the excess leave and have their compensatory leave balances reduced to the 80- or 160-hour limit.

D. Hours of work are defined as all time during which an employee is on duty or required to be on the City's premises or at a prescribed workplace, as well as other time during which the employee is permitted to work for the employer. Such hours include pre-shift and post-shift activities which are an integral part of the employee's principal activity or are closely related, such as attending roll call, writing reports, and cleaning, repairing or preparing equipment for the work shift.

1. Rest and meal periods of twenty-nine (29) minutes or less are hours worked. To be excluded from hours worked, (a) the meal period must last at least thirty (30) minutes, (b) the employee must be completely relieved of all duties during the period, and (c) the employee must be free to leave the work station or site.

2. Time spent in travel on City business, to include travel to and from training or conference sites, is hours worked if done during normal duty hours, or if the travel is accomplished via motor vehicle whether City or privately owned. Only common carrier travel time must be allowed when the employee elects to travel via motor vehicle for his/her personal convenience. Travel time by common carrier is not hours worked if accomplished outside normal duty hours.

3. Any time spent attending scheduled training classes or conference sessions is hours worked unless a) the attendance is outside the employee's regular working time, b) is voluntary, and c) the employee does no productive work while attending. The training is not considered voluntary if attendance is required or if the employee is led to believe that non-attendance will prejudice his or her working conditions or employment standing. Unless attendance is required, the time is not considered as hours worked if the training is not directly related to the employee's job. (Direct relation to the job is defined as training which aids the employee in handling his or her present job duties.) Time spent in

dormitories or hotels while attending training out of town is not hours worked regardless of the duration of the trip.

E. It is the supervisor's responsibility to control the hours worked of the employees assigned to his/her shifts, crews, or sections and to ensure that employees are properly compensated for their hours worked. It is also the supervisor's responsibility to cause employees to leave their worksite or stations to avoid overtime claims.

Compensatory time may be accrued and utilized as follows:

1. Where duties beyond regular hours are to be performed, prior approval must be obtained from the department head or from the City Manager (in the case of department heads). Persons reporting directly to the City Manager who attend City Council meetings, etc., may submit a list of such activities so that the City Manager may consider pre-approvals in a limited number of instances.

2. Compensatory time may be authorized for the following categories of activities which are performed as a part of an employee's official capacity.

    a. Required attendance at meetings of City Council, City boards and commissions and civic associations or community organizations;

    b. Speaking engagements where the activity is undertaken in the staff member's official capacity;

    c. Extraordinary work loads resulting from cyclical work peaks, and last minute assignments; and,

    d. Declared emergencies.

3. Compensatory time earnings will be on an hour for hour basis.

4. Every effort should be made for ESG staff to resolve extra hours by utilizing flexible work scheduling during the same period, especially in such cases as pre-planned activities, such as: City Council meetings, board and commission meetings, festivals,

special events, evening recreation programs, etc.

5. Extra time which cannot be promptly taken off by utilizing flexible work schedules during the same pay period will be officially reported by utilizing the standard leave request form and processed through the payroll system.

6. Employees should make every effort to keep their compensatory time balance well below the maximum limits so that an unanticipated event will not result in a denial of compensatory time earnings.

F. All claims for overtime pay or compensatory time must be submitted by the employee to the supervisor within forty-eight (48) hours of the completion of the actual work time.

VI. STANDBY PAY

A. City employees, other than those identified in Paragraph B, assigned to standby crews who are required to be available for specific periods of time will receive payments as outlined below. Nonexempt employees assigned to standby duty must be provided with a beeper at City expense.

1. For an entire period Monday through Friday four hours pay at the regular rate.

2. For each Saturday, Sunday or recognized full day holiday four hours pay at the regular rate.

3. For each half-day holiday two hours pay at the regular rate.

B. Those assignments to designated Child Protective Services workers in the Social Services Division, as approved by the Human Resources Director, where the employees are required to be available for specific periods of time will be compensated as follows:

1. For those who must be on stand-by for the entire period Monday through Friday, shifts beginning at 4:30 P.M. and ending at 8:30 A.M. the following day -- two (2) hours pay at straight time rates.

2. For each Saturday, Sunday or recognized holiday, shifts beginning at 8:30 A.M. and ending at 8:30 A.M. the following day -- three (3) hours pay at straight time rates

C. All stand-by hours are at straight-time rates. To be eligible for stand-by pay, employees must be designated, be available for work, and they must respond to the call.

VII. CALL-BACK PAY

A. Nonexempt employees shall be entitled to receive a minimum of four (4) hours pay at straight time, or time and one-half pay for the actual hours worked, whichever is greater, when required to return to work after leaving their scheduled place of work. There shall be no pyramiding of rates and pay for the actual hours worked shall govern after the first call-back within a twenty-four (24) hour period.

B. Exempt employees who are not members of the Executive Salary Group shall be entitled to the four (4) hour guarantee, but shall receive compensatory time or pay on a straight time basis for the actual hours worked if more than four (4).

C. Those assignments to designated Child Protective Services workers in the Social Services Division, as approved by the Director of Human Resources, where the employees are required to be available for specific periods of time will be compensated for call back time, hour for hour, at the appropriate premium pay rate whether the services are provided by telephone or in person. In the event that the standby worker must call back and utilize the services of a second employee, the second employee will be compensated in the same manner.

D. Sworn employees in Paramedic and Public Safety classifications employed by the Fire Department shall be entitled to receive a minimum of four (4) hours overtime pay or pay for the actual hours worked, whichever is greater, whenever they are called back to work after leaving their scheduled place of work. Employees recalled to work less than four (4) hours before the start of their regular scheduled shift shall be compensated at the appropriate rate only for that number of whole hours worked before the start of the shift.

E. Police Department sworn employees shall be entitled to receive pay at a rate of two times their regular hourly rate whenever called back to work after leaving their regularly scheduled place of work unless such hours worked result in an extension of their regular shift, when they shall be paid at the appropriate normal or overtime rates.

VIII. COURT PAY

City employees who are required to appear in Court during off-duty periods, and as the direct result of their employment with the City, will be guaranteed a minimum payment equal to two (2) hours at their regular hourly rate. They will be paid at applicable overtime rates or the minimum guaranteed straight-time payment, whichever is greater.

IX. SHIFT DIFFERENTIALS

Regular full-time employees are eligible for shift differentials as indicated below. Authorization by the department head or designated representative is required.

A. Service and Maintenance and Data Processing employees regularly scheduled to work on shifts commencing between 2:00 P.M. and 9:59 P.M. shall be entitled to a shift differential of thirty cents ($0.30) per hour worked.

B. Service and Maintenance and Data Processing employees regularly scheduled to work on shifts commencing between 10:00 P.M. and 5:59 A.M. shall be entitled to a shift differential of forty-six cents ($0.46) per hour worked.

C. Police Department employees regularly scheduled to work on permanent shifts, when the majority of that shift's hours fall between 2:31 P.M. and 11:00 P.M., shall be entitled to a shift differential of thirty cents ($0.30) per hour for each hour worked.

D. Police Department employees regularly scheduled to work on permanent shifts, when the majority of that shift's hours fall between 11:01 P.M. and 8:00 A.M., shall be entitled to a shift differential of forty-six cents ($0.46) per hour for each hour worked.

E. Recreation Department employees regularly scheduled to work on permanent shifts commencing between 1:00 P.M. differential of thirty cents ($0.30) per hour worked.

F. Correctional Center staff of the Sheriff's Office assigned to the permanent shift commencing at 6:30 P.M. shall be entitled to a shift differential of forty-two cents ($0.42) per hour worked.

G. Upon the recommendation of a department head, the City Manager may grant the authority to combine differential rates for unusual shift configuration of limited duration.

H. Shift differential rates shall be adjusted each fiscal year in accordance with any annual pay adjustment granted to City employees.

X. ACTING PAY

A written request to the Human Resources Director must be submitted and approved prior to placing an employee in acting status.

A. Except as noted below, acting pay will be granted when the employee is called on to temporarily fill a vacant position in addition to his/her regular position for more than thirty (30) calendar days. Acting pay will commence with the first day of the designated acting appointment. The minimum acting pay to be granted is one full step increase or the first step of the range for the position being assumed, whichever is greater. The City reserves the right to hold positions vacant and not grant acting pay. Acting pay will only be granted to an employee who temporarily fills a vacant position in a pay grade that is higher than the employee's regular pay grade.

B. The acting pay provisions in A above will not apply to positions in the Service and Maintenance classes, or to Police and Fire classes. The following rules will apply to these classes:

1. Police Department sworn personnel and Service and Maintenance personnel who are temporarily transferred to a position in a higher pay grade shall be paid transfer pay at the lowest step of the higher pay grade, or at a rate which provides approximately a one step increase above their regular rate, whichever is greater, for all such work after the first eight (8) hours of the assignment, excluding any necessary training time.

2. Fire Department sworn personnel who are temporarily transferred to a position in a higher pay grade shall be paid transfer pay at the lowest step of the higher pay grade or at a rate which provides approximately a one step increase above their regular rate, whichever is greater, for all such hours worked, and provided the employee is on the promotional eligibility list for the position he/she fills on a temporary basis.

C. These policies do not apply to employees appointed to an acting capacity directly by the City Council. Compensation for these positions is at the discretion of the City Council.

XI. RETENTION PAY

Department and Office Heads may recommend, and the Human Resource Department is delegated authority to approve, retention offers to employees subject to the following procedures.

A. The amount of retention pay may range from 1% to 10% of the employee's base pay plus step placement.

B. Retention pay may be in the form of a step increase (1% to 10% of base pay plus step placement) or a lump sum bonus not to exceed 10% of base salary.

C. Request for retention pay must be made in writing by the Department Director to the Director, Department of Human Resources. Request must address the following:

1. Specifics concerning the job offer the employee is considering (preferably including a formal letter containing the compensation terms).

2. Recruitment or retention issues, past or projected, for the employee's position or class that necessitates the request.

3. Special skills or expertise of the incumbent and the effect loss of the skills/expertise will have on the department.

4. A statement addressing the equity/impact the requested retention pay will have on other departmental employees in the same class, occupational series or grade.

5. The specific retention pay sought.

D. The Human Resource Director must verify the legitimacy of the job offer.

E. Employees receiving lump sum retention bonuses must agree to repay a prorated portion of the bonus if they voluntarily resign within one year of receiving the bonus.

F. The cost of retention pay/bonuses must be absorbed in the requesting department's budget.

G. Request beyond the 10% limit will require the approval by the City Manager. (Added September 23, 2011)

XII. SPECIAL MERIT AWARDS

Special Merit Awards reward employees for sustained superior performance or for exceptional performance on a special, one-time project.

A. Eligibility - All City employees on the General and Public Safety Salary Scales are eligible for Special Merit Awards.

B. Awards – Special Merit Awards are one-time lump sum payments to employees. Awards must be in $50 increments and may not exceed 3% of the employee's annual salary.

C. Nominations – Department Heads may nominate employees under their supervision. Nomination Forms and procedures are available at Special Merit Award Form.

D. **Approval –** Special Merit Awards must be approved by the City Manager.

Rashad M. Young
City Manager

Appendix B: A.R. 6-18: Attendance and Leave

- **Effective Date:** April 10, 2019
- **Supersedes:** A.R. 6-18 dated May 1, 2013
- **Sections:** I - XXV
- **Chapter:** Human Resources
- **Related Documents:**
    - Memo to Department Heads
    - Policy Comparison
    - End of Year Leave Balances Memo (November 2022)
    - A.R. 6-18: Attendance and Leave
    - Sick Leave Bank Policy
    - Sick Leave Bank FAQs
    - Regular Full-Time Employees Annual Leave & Sick Leave Accrual Table
    - Regular Part-Time Employees Annual Leave & Sick Leave Accrual Table
    - Alexandria Library Employees Annual Leave & Sick Leave Accrual Table
    - Information for Employees Called to Active Duty

I. Authority

The authority for this regulation is contained in the City Charter and City Code provisions authorizing the City Manager to establish administrative procedures for the direction, supervision and coordination of City employees.

II. Purpose

The purpose of this Administrative Regulation is to establish and clarify procedures for the administration of Attendance and Leave for City employees.

III. Applicability

All positions in the City under the direction of the City Manager, or which by written agreement

with the appropriate elected official are covered under the City's classification and salary plans, are subject to these regulations.

IV. **General Policy**

A. Supervisors at each level of authority are responsible for the control of absence from duty of their employees. This responsibility includes ensuring that all employees under their immediate supervision are present or accounted for during the entire tour of duty. Department heads are responsible for ensuring that this responsibility is properly administered by their supervisors. Authority to approve leave should be delegated to the lowest practical level.

B. Leave shall be administered in fractions of an hour and in multiples thereof.

C. The Family and Medical Leave Act (FMLA) of 1993 takes precedence over this Administrative Regulation where it is applicable and where there is disagreement.

V. **Annual Leave**

Annual leave is granted to eligible employees for vacations and personal matters when approved in advance by the supervisor.

A. Accrual and Accumulation of Annual Leave

1. Full-time employees in probationary and regular appointments will earn annual leave each pay period based on the tables in Appendix I.

2. Part-time employees in probationary and regular appointments (excluding School Crossing Guards) who are regularly scheduled to work 10 or more hours per week in a single job will earn prorated annual leave based on their regularly scheduled working hours.

3. Part-time employees scheduled to work less than 10 hours per week and temporary employees will not earn annual leave.

4. The leave year for annual leave begins with the first pay period of the calendar year and ends twenty-six pay periods later.

5. The maximum accrual caps for each year are included in the tables in Appendix I. Reductions will be applied to any accruals or balances that exceed these caps at the end of the leave year. Excess annual leave above the stated caps will be credited to an employee's sick leave balance.

6. If a temporary full-time employee is appointed to a regular full-time position with no break in service, no accrual rate or annual leave will be credited for the temporary period.

7. Annual leave for all City employees will not be earned for time spent in leave without pay or absent without leave status.

B. Use and Payment for Annual Leave

Application for annual leave shall be made to the immediate supervisor for approval in advance. Departments will make every effort to allow the use of annual leave in the most flexible manner possible; however, the availability of adequate personnel to provide service shall be the controlling factor in all requests. Exceptions to the advance notice requirement may be made by supervisors.

1. Departments may establish limitations on the use of annual leave during peak activity periods.

2. Departments may establish rotational rosters for annual leave based on seniority or some other equitable means.

3. Annual leave may be used by employees for personal leave purposes without advance scheduling no more than six times per calendar year, and for no more than a total of three work days per calendar year. The employee must notify the supervisor of the intended absence at the beginning of the employee's scheduled shift and must receive the supervisor's approval at that time. Approval shall be granted unless the department's

workload or emergency conditions preclude approval. This provision does not apply to employees of the Fire Department, Police Department, and the Office of the Sheriff or other departments where minimum staffing must be maintained.

4. An employee who separates from City service in good standing will be paid for all unused annual leave up to the maximum accrual cap in Appendix I. Employees who separate from City service may not use their accrued annual leave balance to continue their active status. Good standing normally requires at least two weeks' written notice of the employee's intent to leave City service; however, it may be less if requested by the department head.

   An employee who separates and then returns to City service within six months shall have his/her annual leave accrual rate restored; if the break in service is greater than six months, annual leave will accrue at the rate of a new employee.

5. An employee who converts from regular full-time to regular part-time status and who is scheduled to work at least 10 hours per week in a single job will retain his/her full annual leave balance at the time of conversion.

   A regular full-time employee who converts to a regular part-time position scheduled for less than 10 hours per week must be paid in full for any annual leave balance at the time of conversion.

6. Employees who are terminated for disciplinary reasons forfeit all unused annual leave.

7. Compensatory leave (as described in A.R. 6-14, "Hours of Work and Special Pay") may be requested and used following the same procedures as described above for use of annual leave. Compensatory hours must be paid whenever a non-SMG employee terminates his/her employment with the City.

VI. **Sick Leave**

A. The City grants sick leave to employees when illness, injury, or quarantine of sufficient seriousness prevents the employee's attendance on duty, or when continuing to work might jeopardize the health of others.

Sick leave with pay is not a right; it is a courtesy of salary continuation extended to employees.

Sick leave is only to be used when warranted and approved. Improper use of sick leave shall be cause for disciplinary action.

1. Employees may use sick leave for personal medical, dental, mental health or optical examinations and treatment. Employees must request and receive prior approval for this use.

2. Use of Sick Leave for an Immediate Family Member

    a. An employee may use sick leave when a member of the employee's immediate family permanently residing in the same household becomes ill and requires the care and attention of the employee, or when such family member must be accompanied on a medical, dental, mental health or optical appointment. Use of sick leave for appointments for immediate family members residing in the employee's household must be requested and approved in advance. An "immediate family" member is defined as the employee's spouse, child, stepchild, foster child, grandchild, parent, stepparent, parent- in-law, grandparent, brother or sister.

    b. Regular full-time and regular part-time (10 or more hours per week) employees who have worked for the City for at least one year may use up to five work days (prorated for part-time employees based on a 40-hour work week) of sick leave per calendar year to care for a member of their immediate family who is sick and who does not reside in the employee's household. Use of accrued sick leave to care for an out-of-house-hold family member is limited to situations where the family member's condition requires the assistance of the employee. If the out-of-household family member suffers from a serious health condition, the employee may be entitled to additional Family and Medical Leave Act (FMLA) leave, but not additional paid sick leave, to care for the ill family member. Refer to Part XII for the definition of a "serious health condition" and the applicable FMLA leave provisions.

3. Sick leave may be granted if an employee is confined because of quarantine. This use must be supported by an acceptable statement from a licensed physician or from the public health authorities.

4. Sick leave will not be granted for any non-regularly scheduled working hours.

B. Sick Leave Accrual

1. Full-time employees in probationary and regular appointments will be eligible to accrue sick leave biweekly as indicated in Appendix I. Sick leave will not accrue for any time spent in leave without pay or absent without leave status.

2. School Crossing Guards will accrue prorated sick leave based on their regularly scheduled work hours.

3. Part-time employees in probationary and regular appointments who are scheduled to work 10 or more hours per week will earn prorated sick leave based on their regularly scheduled working hours. Sick leave will not accrue for any time spent in leave without pay or absent without leave status.

4. Temporary employees will not accrue sick leave.

5. A regular full-time employee who converts to regular part-time status or to job sharing, and who is scheduled to work 10 or more hours in one job per week, will retain his/her sick leave balance at the time of conversion and shall begin accruing sick leave at the appropriate part-time rate.

C. Use of Sick Leave

1. Insufficient Sick Leave Balances

   When an absence is approved and the employee's sick leave balance is inadequate to cover the entire period of the approved absence, the difference shall be charged, at the employee's option, to either annual leave or compensatory time, as appropriate. For the portion of the absence not covered by annual leave and compensatory time, the employee shall be placed on either leave without pay or unapproved leave, as appropriate.

2. Advanced Sick Leave for Serious Personal Illness

   In cases of serious personal illness when all other paid leave is exhausted, regular full-

time and qualifying regular part-time employees may be granted advanced sick leave not to exceed one year's accrual. Any advance of sick leave must be approved by the department head. Approval will depend upon demonstrated need for the advance, the character of the illness, prognosis, and sick leave record of the employee, performance ratings, and recommendations of the attending physician. A department head that approves an advance of sick leave must (a) have the employee sign a statement confirming that the sick leave will be repaid and (b) inform the Human Resources Department of the number of advanced sick leave hours that have been approved by submitting a leave correction form. Sick leave earned thereafter must be charged against the advancement until the entire number of advanced hours is paid back.

Employees separating from City service who are indebted for advanced sick leave will pay the City for the remaining leave advance or have it deducted from their final pay at the salary rate current at the time of separation. No additional leave will be advanced during the time the employee is repaying the sick leave advance.

3. Sickness or Disability Occurring During Annual Leave

   Illness of an employee for a period of three or more consecutive work days occurring within a period of approved annual leave may be charged to sick leave. The change must be supported by an acceptable statement from a licensed physician.

4. Sick Leave Bank (SLB) Program

   Regular full-time and regular part-time employees who have suffered a severe illness or injury, have exhausted all leave balances, and are members of the City's Sick Leave Bank (SLB), are eligible to request paid leave hours from the SLB. Employees who are members of the SLB and who leave City employment shall be readmitted to the SLB without an additional donation of annual leave if they return to City employment within one year.

   SLB hours are not paid concurrent with leave donations, accrued leave, holiday pay or long-term disability insurance payments.

5. Leave Donation Program

   Regular full-time and regular part-time employees who are facing an absence without pay due to an extended personal illness or injury, the extended illness or injury of an immediate family member for whom they must provide care, bonding time with a

newborn or newly placed son or daughter (during FMLA approved leave time), or an unforeseen personal/family emergency, may be eligible to utilize the City's Leave Donation Program. Under this program, regular full-time and part-time employees with accrued annual leave may donate annual leave hours to fellow employees. Donated annual leave may be converted to sick leave, or it will be used as annual leave by the recipient, depending upon the circumstances, and in accordance with City policy.

Employees may apply for leave donation assistance through their departments and must have prior approval of their department head to receive such leave hours. Leave donation requests are subject to and require approval from the Chief Human Resources Officer. If the employee's request is not approved by the department head, the employee can appeal this decision to the Chief Human Resources Officer.

If not, enough leave is donated in the employee's department, the employee can request, through his/her department head, that the Chief Human Resources Officer approve a Citywide leave donation drive.

D. Administration of Sick Leave

1. In each case in which an employee is unable, due to personal or family injury or illness, to report for duty, it is the employee's responsibility to inform or, if necessary, to have someone on his/her behalf inform his/her supervisor as soon as possible after the time the employee is due to be at work on the initial day of incapacity. Employees who normally begin their work day in the field before supervisory or office staff are on duty must call in at the time the office regularly opens for business. Failure to inform the supervisor within two hours of the employee's normal starting time will classify the absence as Absent Without Leave and disciplinary action may be taken. During the term of sick leave extending beyond one day it is the employee's responsibility to keep his/her supervisor continually informed of his/her condition and likely date of return to work. Departments which have other special requirements regarding the reporting of sick leave must inform their employees of these requirements. All such special requirements must be approved in advance by the Chief Human Resources Officer.

    a. A sick leave request form must be completed by the employee when returning from sick leave. The reason for the absence must be entered on the form.

    b. The employee's supervisor is responsible for determining if the absence may be properly charged to sick leave. If the employee is absent on sick leave for more

than three consecutive work days, he/she may be required to submit an acceptable written statement from a licensed physician documenting the employee's incapacity to work during the period of the absence, and the medical diagnosis, treatment, and prognosis for return to full duty if work restrictions apply.

c. Departments may establish additional limitations or requirements for a physician's verification of sick leave absences subject to the prior approval of the Chief Human Resources Officer.

2. No employee shall perform any work of any kind for compensation for any public or private entity or person (including for himself/herself), during any period for which sick leave payments are being received from the City, without prior written approval from the Chief Human Resources Officer.

E. Conversion of Reemployment

1. Regular full-time and regular part-time employees who have completed twenty or more years of service and who voluntarily separate from City service shall be paid 25% of their sick leave balance at the current rate of pay at separation. This payment shall be considered as payment in full and no further sick leave obligation exists. Fire Department employees who were employed under unlimited sick leave conditions shall not be eligible for such payments. Sworn Police Officers and Firefighters who are eligible and utilize sick leave balances for credited service for retirement purposes shall not be eligible for such payments.

2. Regular full-time or regular part-time employees who separate from City service and who are reemployed (working at least 10 hours per week) within a period of 6 months will be credited with their full sick leave balance at the time of separation if they did not receive payment for sick leave hours upon the previous separation.

3. A regular full-time employee with less than 20 years of service who converts to a temporary position or to a regular part-time position working less than 10 hours per week shall forfeit any accrued sick leave.

4. A regular full-time employee with 20 years or more of service who converts to regular part-time status (less than 10 hours per week) or to a temporary position shall be paid

25% of his/her sick leave balance at the current rate of pay at the time of conversion.
Insufficient Sick Leave Balances.

When an absence is approved and the employee's sick leave balance is inadequate to cover the entire period of the approved absence, the difference shall be charged, at the employee's option, to either annual leave or compensatory time, as appropriate. For the portion of the absence not covered by annual leave and compensatory time, the employee shall be placed on either leave without pay or unapproved leave, as appropriate.

VII. Bereavement Leave

All regular full-time employees who have completed 90 calendar days of service are entitled to a period of three days (two full 24-hour tours for Fire Department shift personnel) to attend the funeral or memorial service in the event of a death of the employee's spouse, child, brother, sister, parent, legal stepparent, grandparent, great-grandparent, grandchild, parent-in-law, legal stepbrother or stepsister, or ex-spouse when minor children are involved. Bereavement leave may be taken provided the leave of absence is taken during the period of time between the date of death and the day following the burial and provided further that the employee offers valid proof of death and relationship upon request. Bereavement leave shall not be charged to any accumulated leave.

Regular part-time employees who are scheduled to work 20 or more hours per week (50% or more) and who have completed 90 days of service are entitled to a prorated period of three days of bereavement leave under the same circumstances noted above.

VIII. Court Leave

Court leave with pay will be granted to employees upon their receipt of a subpoena, summons, or other proper order from any court of competent jurisdiction, legislative inquiry group, grand jury or similar body requiring them (1) to appear as a witness in a civil matter not arising out of their service as a City employee, (2) to present themselves for jury duty in any Federal, State or municipal court, or (3) to appear as a victim or a witness in a criminal case.

Where an employee appears in court as a defendant or witness in any civil matter arising out of his/her service as a City employee or appears in court or other forum as a witness on behalf of the City in any matter, he/she will remain on duty and court leave will not apply. Notwithstanding any provision in this part to the contrary, employees who appear in court as defendants in a criminal case, or in a civil case unrelated to their City service, shall not receive court leave.

Court leave with pay will be for the actual time required to render such service. Upon return to duty, employees will submit written evidence of their attendance. If release from court occurs during normal working hours, employees will complete the remainder of the work day. All jury fees may be retained by employees, but all witness fees, exclusive of travel allowances, paid to employees while they are in duty or court leave status will become the property of the City and will be surrendered to the department payroll clerk or some other person authorized by the department head.

IX. Military Leave

A. All officers and employees of the Commonwealth or of any political subdivision of the Commonwealth who are former members of the armed services or members of the organized reserve forces of any of the armed services of the United States, National Guard, or naval militia shall be entitled to leaves of absence from their respective duties, without loss of seniority, accrued leave, or efficiency rating, on all days during which they are engaged in federally funded military duty, to include training duty, or when called forth by the Governor pursuant to the provisions of Section 44-75.1 or 44-78.1.

There shall be no loss of pay during such leaves of absence, except that paid leaves of absence for federally funded military duty, to include, but not limited to, training duty, shall not exceed fifteen work days (A.R. 6-14 Appendix I defines "work day") per federal fiscal year (October 1 to September 30). When relieved from such duty, employees will be restored to the City positions they held when ordered to duty, as long as they can perform the essential functions of the job, with or without an accommodation.

B. Leaves of absence, under Virginia Code Section 44-93, in excess of the fifteen work days per federal fiscal year may be charged to compensatory time, annual leave or leave without pay at the employee's option.

C. Fire Department employees (firefighters and paramedics) regularly scheduled to work a 24-hour shift may receive up to 360 hours of military leave, equivalent to the fifteen (15) work days allowed per federal fiscal year.

D. Regular City employees who are called to active duty during a national emergency or under presidential authority will be entitled to a City pay supplement, except when the call to active duty is only for career enhancing training purposes. This supplement will be available for service up to 12 months.

This amount will be the difference between the employee's base salary and the pay and allowances (for example, but not limited to, Basic Allowance for Subsistence /BAS, Basic Allowance for Quarters /BAQ, or flight pay) paid by the military for the period of active duty. Affected employees will provide military leave and earnings statements to receive the supplement.

The City military supplement is available for pay period work days in which a regular employee is not in a paid status. In no case will payment of the supplement exceed the employee's regular City bi-weekly salary. The bi-weekly salary is calculated by dividing the employee's annual salary by 26 pay periods.

For full-time regular employees, the maximum number of paid supplement days will not exceed 260 work days during an employee's City career, with or without breaks in service. This maximum number of paid supplement days is prorated for part-time regular employees based upon the percentage of full-time as indicated on the employee's Personnel Action Form (PAF). An employee who wishes to receive the military supplement must request payment in writing to his or her Department Head and provide appropriate documentation to support the request.

E. During military leave, affected employees will have the choice to continue their medical, life insurance and other insurances in the usual manner for up to 12 months. Employees will be responsible only for their usual share of cost. After 12 months, employees may elect to continue coverage under COBRA for an additional 18 months by paying the total premium.

Merit evaluations will be deferred until the employee returns to City service. The employee's regular merit date will not change. Employees on their initial probation with the City will automatically be extended until their return to City service, at which time the remaining probation period will resume.

F. Departments are not required to modify work schedules to accommodate military duty by employees who are members of reserve units; however, the employee's scheduled days off will not count toward the fifteen (15) work days of absence allowed each federal fiscal year.

G. When regular weekly or monthly drills conflict with the employee's work schedule, the leave entitlements in sections A and B above apply.

H. Requests for military leave must be submitted on a Personnel Action Form and forwarded to the Human Resources Department accompanied whenever possible by a copy of the employee's

orders to active duty.

I. An employee who leaves for mandatory or voluntary military service will not accrue annual or sick leave during a period of military service unless the period was covered by military leave, annual leave, or compensatory leave. Employees receiving the City military supplement will not accrue leave while receiving the supplement. All officers and employees of the Commonwealth or of any political subdivision of the Commonwealth who are former members of the armed services or members of the organized reserve forces of any of the armed services of the United States, National Guard, or naval militia shall be entitled to leaves of absence from their respective duties, without loss of seniority, accrued leave, or efficiency rating, on all days during which they are engaged in federally funded military duty, to include training duty, or when called forth by the Governor pursuant to the provisions of Section 44-75.1 or 44-78.1.

X. **Reemployment Rights of Veterans**

A. Regular full-time City employees (i.e., for the purpose of this regulation, one who has satisfactorily completed the probationary period) who leave the City service to enter the Armed Forces of the United States during a time of war or national emergency, or who are recalled from reserve status, or who are drafted into the Armed Forces shall be paid by the City during such service in accordance with the aforementioned Part IX. Employees shall be entitled to reemployment rights if the employees:

1. serve for only the initial enlistment or the period required of draftees, unless involuntarily retained; and

2. receive an Honorable Discharge; and

3. are physically and mentally fit to discharge the essential functions of their City position; and

4. make application for reinstatement promptly after discharge. The period for reporting back to work varies with the length and type of military service. The Uniformed Services Employment and Reemployment Rights Act of 1994 will govern.

B. An employee who meets the above conditions will be entitled to be reemployed in a position of the same or comparable class and at a pay step equal to that he/she would have attained if not

called to active duty.

C. The Uniformed Services Employment and Reemployment Rights Act of 1994 will supersede any language in this regulation and provide guidance when it is required.

XI. Disability Leave

A. Full-time employees in probationary and regular appointments will be granted disability leave for any illness or accidental injury arising out of and in the course of their employment with the City which is supported by an acceptable doctor's statement and approved for payment by the Virginia Workers' Compensation Commission.

Employees shall receive full pay for periods of such disability not to exceed one year for any single injury, including any recurrence. Disability leave will not be charged against the employee's annual leave or sick leave. Disability leave is charged against the employee's entitlement to 12 weeks of family and medical leave in a 52-week period. (See Part XII for Family and Medical Leave Act provisions).

B. Employees on disability leave will accrue annual and sick leave while they are on disability leave. After exhausting their year of full pay while in a disability status, employees may use accrued leave to supplement disability payments.

C. No employee will be employed for compensation by any governmental agency, private firm or individual, or be self-employed, to perform work of any kind during any period for which disability payments are received from the City without written approval of the Chief Human Resources Officer.

D. Temporary and part-time employees are not eligible for full disability leave and will receive only those benefits awarded by the Virginia Workers' Compensation Commission.

XII. Family and Medical Leave Act

A. Definitions

For the purpose of these FMLA regulations, the following definitions shall apply:

1. Immediate Family Member

   An "immediate family member" of an employee shall mean the employee's spouse, parent, or child, and any person who is "in loco parentis" to the employee and any child for whom the employee is "in loco parentis." A person is "in loco parentis" in relation to an employee if the person had such responsibilities for the employee when the employee was a child. An employee is "in loco parentis" in relation to a child if the employee has day-to-day responsibilities to care for and financially support the child. A biological or legal relationship is not necessary.

2. 12-Month Period for FMLA Leave

   The 12-month period for FMLA leave shall begin on the first day an employee uses any FMLA leave and shall run for 12 months from that date except FMLA leave is not cumulative and unused FMLA leave cannot be carried over to a future 12-month period.

3. Health Care Provider

   A health care provider is a doctor of medicine or any other person determined under the federal FMLA regulations to be capable of providing health care services.

4. Serious Health Condition

   A serious health condition means an illness, injury, impairment, or other physical or mental condition that involves:

   a. any period of incapacity or treatment involving overnight inpatient care at a hospital, hospice or residential medical care facility; or

   b. continuing treatment by a health care provider for a serious health condition as defined in section 825.114(a)(2) of the FMLA regulations.

5. Intermittent Leave

   Intermittent leave is FMLA leave taken in separate blocks of time because of a single illness, injury or condition.

6. Reduced Work Schedule

   A reduced work schedule is one that reduces an employee's usual number of working hours per work week, or hours per work day, due to the FMLA leave which is being taken by the employee.

B. Eligibility and Entitlement to FMLA Leave

1. Eligibility

   Regular full-time and regular part-time employees (working at least 20 hours per week) who have been employed by the City for more than 12 months (whether or not continuously) and who have worked at least 1,040 hours during the previous 12-month period, are eligible for FMLA leave.

2. Entitlement

   a. Eligible full-time employees are entitled to up to 12 weeks of FMLA leave in a 12-month period. Eligible part-time employees are entitled to up to 12 weeks of FMLA leave in a 12-month period at a proportionate rate. The entitlement for part-time employees is determined by the number of hours worked on average during the prior 12 months.

   b. FMLA leave may be taken for the birth, adoption, or foster-care placement of a child, or for the serious health condition of the employee or a member of the employee's immediate family. FMLA leave for the birth, adoption or foster- care placement of a child must take place within one year of the date of birth or the date of placement of the child. FMLA leave may not be taken for minor illnesses or injuries or for routine medical procedures or appointments, or for cosmetic treatments.

   c. On or before the expiration of an employee's 12-week FMLA entitlement, the employee is entitled to return to the same position held prior to the commencement of FMLA leave, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment, provided the employee is able to perform the essential duties of the position.

C. Use of Leave for FMLA Purposes

1. The employee shall have FMLA leave charged to sick leave or disability leave, if otherwise permitted by this Administrative Regulation, or annual leave. Compensatory time, if used during an FMLA absence, does not count against an employee's 12-week entitlement. When all accrued leave balances are exhausted, FMLA leave shall be charged to leave without pay. If an employee is on disability leave for a job-related illness or injury that qualifies as an FMLA-covered condition, that leave shall be counted as part of the employee's 12-week FMLA leave entitlement.

2. If necessary, FMLA leave may be taken intermittently or together with a reduced work schedule under the following circumstances:

    a. Employees may take FMLA leave intermittently or on a reduced work schedule for a serious health condition or the serious health condition of an immediate family member of the employee, if medically necessary.

    b. Employees may take FMLA leave intermittently or on a reduced work schedule for the birth, adoption or foster-care placement of a child only with the prior approval of their department head.

    c. Employees approved for FMLA leave intermittently or on a reduced work schedule must propose a schedule of their anticipated work hours, in writing, at least 30 calendar days before the first day of FMLA leave whenever practicable.

    d. The City may require that employees approved for FMLA leave intermittently or on a reduced work schedule, transfer temporarily to an available alternative position with equivalent pay and benefits during the period of FMLA leave.

    e. Only the time actually taken as FMLA leave may be charged against the employee's 12-week FMLA entitlement when leave is taken intermittently or on a reduced work schedule.

    f. The FMLA entitles an eligible employee to take up to 12 workweeks of job-protected leave for the birth or placement of a son or daughter, to bond with a newborn or newly placed son or daughter, or to care for a son or daughter with a

serious health condition.

D. Requesting FMLA Leave

1. Employee's Responsibility

An employee approved for FMLA leave shall complete a "City of Alexandria Family and Medical Leave Act Leave Notification" form.

a. Where foreseeable, an employee requesting FMLA leave shall give 30 calendar days' notice before the first day of FMLA leave. If the need for leave is not foreseeable, the employee shall give as much notice as is practicable, or at least one or two business days.

b. An employee approved for FMLA leave due to his/her own serious health condition or that of an immediate family member shall provide a completed "City of Alexandria Family and Medical Leave Act Medical Certification" form within 15 calendar days of the request for leave, if practicable, or as soon thereafter as possible. This certification shall include verification that the employee is unable to work for medical reasons, or that the employee is needed to provide care or assistance to an immediate family member.

c. The City may require a second opinion on the employee's medical condition from another approved health care provider, at the City's expense, prior to the approval of FMLA leave. If the first two opinions are not in agreement, the City can require a third medical opinion of a health care provider mutually agreed upon by the City and the employee. The third opinion shall be at the expense of the City and shall be binding on the employee and the City. Failure of an employee to cooperate in obtaining the certification or additional opinions concerning a serious health condition may constitute grounds for denial of FMLA leave.

d. Employees approved for FMLA leave for the adoption or foster-care placement of a child must provide an acceptable statement from the agency or authority responsible for the adoption or placement.

e. The City may require periodic recertification of the need for FMLA leave from the employee, but not more often than every 30 days unless: (i) the employee

requests an extension of previously approved FMLA leave; (ii) circumstances described by the original certification have changed; or (iii) the City has reason to doubt the continuing validity of the certification.

2. Departmental Responsibilities

It is the department's responsibility, usually carried out by the employee's supervisor, to designate leave, paid or unpaid, as FMLA-qualifying, and to give notice of the designation to the employee promptly (usually within two business days). The designation may be conditional, pending receipt of the appropriate supporting medical documentation.

The employee's department is responsible for:

a. notifying employees when their use of leave qualifies as an FMLA event, for providing the employee with written notice of the employee's FMLA entitlements and obligations, and for having the employee complete the FMLA notification and medical certification forms;

b. maintaining records of FMLA leave usage, including tracking the number of hours used, and communicating with employees who are on FMLA leave to ensure that all parties are aware of the employee's status;

c. forwarding all FMLA requests, including medical statements and Personnel Action Forms (PAF), to the Human Resources Department; and

d. recommending to the Chief Human Resources Officer whether (i) the employee's request should be approved, (ii) intermittent leave or a reduced work schedule should be approved, or (iii) a temporary transfer to an alternative position should be initiated.

3. Human Resources Department's Responsibilities

The Human Resources Department shall review all FMLA requests and intermittent or reduced work schedules, approve any recommended transfers, schedule any additional medical examinations that may be necessary, store FMLA leave requests and medical certifications, arrange for the continuation of health insurance and life insurance

coverage, and provide overall FMLA assistance.

4. Employee Appeals

   An employee whose request for FMLA leave is denied or has not been properly processed by his/her department may appeal in writing to the Chief Human Resources Officer. All appeals must be filed within 30 calendar days of the employee's receipt of notice that FMLA leave was denied or of learning of the improper processing of the request. The Chief Human Resources Officer's decision on FMLA appeals will be final and binding.

E. Working While on FMLA Leave

While on full-time FMLA leave, City employees are not eligible, nor can they be required, to work overtime assignments, special details, rehires, stand-by duty, call-back assignments or any other type of premium pay assignment. For employees working intermittently or on a reduced work schedule, the department head and Chief Human Resources Officer must expressly authorize any premium pay assignment.

F. Returning to Work Following FMLA Leave

1. Upon initiating FMLA leave, employees must notify their supervisors of their intended return-to-work date. Employees may request to alter this date during the course of the leave period.

2. An employee on FMLA leave has no greater right to reinstatement or entitlements than if the employee had been continuously working during the period of FMLA leave. Employees returning from FMLA leave are entitled to return to the positions they occupied prior to their leave, or to positions with equivalent benefits, pay, and terms of employment, provided they are capable of performing the essential duties of the position.

3. An employee who intentionally furnishes incorrect information in order to obtain FMLA leave is not protected by the FMLA's job restoration or maintenance of health benefits provisions and will be subject to appropriate disciplinary action, up to and including termination.

4. Employees returning from a period of FMLA leave for a serious personal illness or injury may be required, prior to returning to work, to provide an acceptable fitness-for-duty statement from their treating physician stating that they can perform the essential functions of their jobs.

5. If an employee on FMLA leave informs the City that he/she does not intend to return to work, the employment relationship shall be deemed terminated and the employee's FMLA entitlement to reinstatement, continued FMLA leave and City-funded health and life insurance benefits shall immediately cease.

6. If an employee fails to return to work at the end of the 12-week period and fails to respond to the City's notice of termination of employment, the employment relationship shall be deemed terminated and the employee's FMLA entitlement to reinstatement, continued FMLA leave, and City-funded health and life insurance benefits shall immediately cease.

G. Health Insurance and Life Insurance

The City shall provide health insurance and life insurance coverage to employees on FMLA leave under the same terms and conditions that are applicable to coverage provided to employees not on FMLA leave.

1. Employees on FMLA leave are responsible for paying the employee share of their health insurance and/or life insurance premiums. The employee's premium share will be deducted from paid leave wages. If on unpaid FMLA leave, the employee shall submit payments to the City, on or before dates set by the City, for his/her regular health and life insurance premium share.

2. An employee's failure to make timely premium payments will result in the employee's indebtedness to the City for payment of the employee's share of premiums. In addition, the City may terminate coverage if the employee's premium payment is more than 30 days late.

3. If an employee fails to return to work from a period of FMLA leave, the City may require him/her to reimburse the City for the full costs of premiums that were paid by the City to maintain benefits during the period of FMLA leave, unless the failure to return to work

was for reasons beyond the control of the employee.

H. Leave Accrual

During periods of FMLA leave in which they are in a leave without pay status, employees do not accrue annual leave or sick leave.

I. Performance Appraisals and Merit Increases

Administrative Regulation 6-13, "Eligibility and Determination of Pay Adjustments," defines how an employee's annual performance evaluation and merit increase dates may be affected by an FMLA absence.

XIII. Prenatal Treatment and Parental Leave for Employees Not Covered by The Family and Medical Leave Act

If for any reason employees do not qualify for FMLA leave, they may take leave for the treatment of prenatal complications as well as parental leave following the birth of a child, adoption of a child, or following the placement of a foster child for a combined period of up to 12 weeks as described below.

A. Leave for Prenatal Treatment

1. Regular full-time and part-time employees (working at least 20 hours per week) may request to take leave for the treatment of prenatal complications. The employee must complete and provide the necessary forms and documentation required by City Human Resources Department to substantiate the request.

2. Employees will provide their supervisor and City Human Resources Department with notice of their request for leave at least 30 days prior to the proposed date of leave (or if the leave was not foreseeable, as soon as practicable).

B. Parental Leave

1. Regular full-time and part-time employees (working at least 20 hours per week) may request leave following the birth, adoption, or placement of a child, for up to 12 weeks.

The employee must complete the necessary forms and provide all documentation required by the HR department to substantiate the request.

2. Employees will provide their supervisor and City Human Resources Department with notice of their request for leave at least 30 days prior to the proposed date of leave (or if the leave was not foreseeable, as soon as practicable).

Time off from work may be charged to sick leave, annual leave, compensatory time, leave donations, sick leave bank (if enrolled), advanced sick leave and, in rare cases, long-term disability. Upon exhaustion of these other leave balances, any remaining leave will be unpaid leave.

XIV. **Paid Parental Leave**

The City provides up to six (6) weeks (or 240 hours) of Paid Parental Leave (PPL) to eligible City employees who are parents of a newborn child or a child who is placed with the employee through adoption or foster care. PPL is designed to allow employees paid time off to care for and bond with a newborn, or a newly adopted or newly placed child. PPL will run concurrently with approved unpaid leave under the Family and Medical Leave Act, as applicable by law.

A. Eligibility

1. Employees must meet the following criteria:

    a. Be an “eligible employee” as defined under the FMLA; and

    b. Have worked for the City for at least 12 months; and worked for at least 1,040 hours during the 12-month period immediately preceding the start of leave; and

    c. Be a regular full-time or regular part-time City employee who is the parent of a newborn child or a newly adopted child or a newly placed child through foster care. (A newly adopted child or newly placed child through foster care must be 17 years of age or younger.)

d. Have an eligible child born, adopted, or placed through foster care on or after May 1, 2018.

2. Eligible employees may receive a maximum of two hundred forty (240) hours of PPL per qualifying event in a rolling 12-month period. Approved PPL may be taken at any time during the 12-week period immediately following the birth, adoption, or placement of a child with the employee. PPL may not be used or extended beyond this 12-week period. The number of children born, adopted, or placed during a single event does not increase the PPL allowance.

3. Eligible employees can take PPL in one continuous period of leave or intermittently. Any unused PPL will be forfeited at the end of the 12-week period.

4. PPL can be used during the 12-week period immediately following the birth, adoption, or foster-care placement of an eligible child.

B. Use of Leave for Paid Parental Leave Purposes

1. Each hour of PPL is compensated at 100 percent of the employee's regular base pay at a straight time rate, excluding any premium pay. PPL will be paid on a bi-weekly basis on regularly scheduled pay dates.

2. When birth, adoptive, or foster care parents are both eligible employees of the City, each employee will receive up to 240 hours of paid parental leave. The City would remain in compliance with Federal law. An employee is not required to take PPL prior to using other types of leave.

3. After the PPL is exhausted, the balance of FMLA leave (if applicable) can be compensated through a combination of sick leave, annual leave, sick leave bank, advanced sick leave, leave donations, and compensatory time. Upon exhaustion of these other leave balances, any remaining leave will be unpaid.

4. If a City holiday occurs while the employee is on PPL, such day will be charged to holiday; however, such holiday pay will not extend the total PPL allowance.

5. If the employee is on PPL when the City offers administrative leave (e.g., inclement weather), that time will be recorded as PPL. Administrative leave will not extend the PPL allowance.

6. PPL cannot be donated or credited retroactively.

7. Upon termination of an individual's employment with the City of Alexandria, the employee will not be paid for any unused PPL.

C. Employee Responsibilities

1. Eligible City employees must provide the City Human Resources Department with notice of the request for leave at least 30 days prior to the proposed date of leave (or as soon as practicable). Eligible City employees must complete the necessary forms and provide all documentation as required by the HR Department to substantiate the request.

2. Requesting Paid Parental Leave

    a. Employees must complete and sign the Paid Parental Leave Request Form and Family Medical Leave Notification Form to include supervisor signature. For business planning purposes, employees must complete the request for leave at least 30 days prior to the proposed date of the leave (or as soon as practicable).

    b. Employees should discuss with their supervisor their proposed schedule and provide schedule details on the Family Medical Leave Notification Form.

    c. All required forms along with supporting documentation must be completed and submitted by employees to the Compliance & Leave Administration team in the City Human Resources Department. Documentation is due within 30 days of the birth, adoption, or foster care placement of a child.

    d. Employees must work with their department to create a transition plan to cover essential job functions during the employees' absence.

XV. Leave for the Observance of a Religious Holiday

Employees may request annual leave, compensatory leave or leave without pay for the observance of a religious holiday. Employees should request this leave in writing a minimum of two weeks prior to the holiday in order for staff coverage to be arranged. Supervisors are encouraged to grant leave for this purpose unless the employee's absence will significantly curtail the department's ability to perform its function. All reasonable efforts shall be made by department heads to rearrange schedules as necessary in order to allow employees to observe their religious holidays.

XVI. Leave During Inclement Weather and Emergencies

A. During periods of inclement weather or emergency the City Manager or designee may:

1. Announce a period of liberal leave for employees not designated as emergency employees.

2. Close City facilities, services or programs.

B. Communication

The Office of Communications & Public Information must announce liberal leave and closings periods to the public and employees. Communications are posted at alexnet.alexandriava.gov/Communications/content.aspx?id=3792 on AlexNet.

C. Emergency Employees

1. Must be designated by their department head or supervisor for all emergency or weather related incidents or for particular weather or emergency event(s).

2. May be full or part-time, regular, seasonal or temporary.

3. Must report to work during emergencies or inclement weather when the City Manager or department head has declared a period of liberal leave or closure.

D. Liberal Leave

1. The City Manager may specify a period of time when non-emergency employees may elect to take liberal leave.

2. During the period of liberal leave non-emergency employees may use accrued annual leave, compensatory leave, or leave without pay if they are unable to come to work, arrive late or leave early.

3. Employees electing liberal leave must notify their supervisor of their election to use liberal leave no later than immediately after the beginning of their regular shift.

4. Liberal leave is not counted toward the maximum number of unscheduled annual leave days (see Part IV.B.3 above).

E. Emergency Closings

1. The City Manager or designee may declare some or all city facilities, services or programs closed for specific periods of time due to inclement weather or emergency.

2. Regular full and part-time emergency employees must report to work during closures and are compensated for:

    a. All straight, overtime, stand-by or call back hours, plus;

    b. Emergency leave pay for all time worked during the period of closure.

3. Temporary and Seasonal emergency employees must report to work and are compensated for all hours actually worked.

4. When some, but not all facilities, services or programs are closed by the City Manager or designee, employees may be reassigned to other work locations or provided emergency leave pay at the discretion of the City Manager or designee.

5. Non-emergency employees who are not reassigned must;

    a. Leave the work site, or not report to work, and

    b. For full and part-time regular employees only be paid emergency leave pay for all regularly scheduled hours during the period of closure.

6. Employee not scheduled to work or on approved leave of any kind during the period of closure must record the approved leave on their timesheet and must not be paid emergency leave pay.

7. Employees on an approved telecommuting agreement must work and are not paid for emergency leave during the period of closure.

XVII. Leave Without Pay

The granting of leave without pay is a matter of administrative discretion. Except in the case of military leave (Part IX, B), leave without pay will not be granted until all available and appropriate leave balances are exhausted. Each request must be closely examined to ensure that the value to the City is sufficient to offset the cost and inconvenience of the request. A request for leave without pay of less than one work week must be approved by the department head. For requests in excess of one work week, the permission of the department head and the Chief Human Resources Officer is required. Fringe benefits may be extended during leave without pay with prior approval of the Chief Human Resources Officer. Refer to Part XII to determine how leave without pay applies to employees on Family and Medical Leave Act (FMLA) leave.

Employees who are denied leave without pay shall be placed in an unapproved leave status which is equivalent to absence without leave (AWOL) as described below.

XVIII. Absence Without Leave

Absence without Leave (AWOL) is an unapproved absence from duty. An employee who is absent without leave for three consecutive work days is considered as having abandoned his/her position. The employee's separation from the City service shall be classified as a termination. AWOL is an unpaid leave status.

XIX. Excused Absence

Employees will be excused from duty, and leave will not be charged, for absences to take City promotional or other employment examinations, to use the services of the Human Resources Department or the Office of Human Rights, or to participate in the approved grievance procedure. Prior arrangements must be made by the employee both with their immediate supervisor and with the Human Resources Department or the Office of Human Rights to be absent from work for such purposes. Approval will not be arbitrarily withheld by the supervisor when a request is made with reasonable notice and the services of either the Human Resources Department and/or Office of Human Rights are available.

XX. Educational Leave

1. Educational leave without pay for extended absences may be granted so that an employee may take specific courses of study related to the work of his/her department and/or to further career advancement within the City. Educational leave requests must be approved by the department head and the Chief Human Resources Officer prior to the actual leave dates. Continuation of benefits during a period of educational leave must be approved by the Chief Human Resources Officer.

2. A duty assignment may be altered for educational purposes with the approval of the department head.

XXI. Administrative Leave

A. General Provisions

Where unusual circumstances preclude an employee from fully or satisfactorily fulfilling the duties of his/her position, he/she may be placed on administrative leave. Such leave may be with or without pay, for periods of time not to exceed 90 calendar days on any single occasion, and during any such leave the City will continue to make its normal contributions for any insurance program in which the employee is enrolled. Time spent on administrative leave shall not be charged to any other leave except as directed by the department head and the Chief Human Resources Officer. Only the Chief Human Resources Officer or the City Manager shall authorize administrative leave and then only after consideration of the recommendation of the department head.

B. Leave for Employee Organization Activities

Each of the employee groups will be authorized to request and use paid administrative leave to meet its responsibilities in representing employee interests. The total hours available may be utilized by one or several members of the employee group. The annual allotments of 80 hours for regular 40-hour employees and 112 hours for Fire Department employees on a 56-hour schedule are added on July 1 of each year. Unused hours will not carry over to the following fiscal year. This leave shall be in addition to and not included as time required by employee group representatives to participate in or represent employees in grievances as provided elsewhere in the Administrative Regulations.

Requests for such leave shall be submitted in writing to the department head on standard leave request forms as soon as possible but not less than 14 calendar days prior to the date of the requested leave. The forms must be submitted to the department head by the employee group president, noting thereon the name of the proposed recipient employee. In unusual short notice circumstances, the Chief Human Resources Officer may waive the time limit.

A letter or memorandum of explanation of the activity, course outline, conference agenda, etc., must be submitted with the leave request form.

Such leave would include participation in educational activities such as workshops, seminars and conferences.

The department head shall promptly forward the form, along with the explanatory materials provided by the employee group and an approval/disapproval recommendation in writing to the Chief Human Resources Officer for a final decision. Department heads may recommend disapproval if the requested leave will increase the normal cost of providing the services of the department or if the departmental work load will not permit the leave.

The Chief Human Resources Officer shall (a) promptly act upon the request, (b) notify the department head and the employee group president of the decision, and (c) maintain appropriate records and logs of each request, approvals, disapprovals, and hours utilized by each employee group in each fiscal year.

C. Leave for Medical Donations

Administrative leave will be granted to employees who serve as bone marrow, apheresis (platelet donation) or organ donors. For bone marrow and apheresis testing and donations, this leave can be up to four hours, beginning when the employee leaves his/her work site to go to the donating or testing site. Employees who donate bone marrow will be granted up to five days of

administrative leave for recuperation. Employees who serve as organ donors will be granted up to 30 days of administrative leave for the medical procedure and recuperation period.

XXII. Absence for Disciplinary Reasons

FLSA-exempt employees are subject to deductions from compensation for absence or suspension imposed in cases of disciplinary action, to the extent allowed by law.

XXIII. Attendance and Leave Records and Reports

Attendance and leave records for City employees shall be maintained by each City department/agency in accordance with State records retention laws.

XXIV. Changes or Modifications

The City reserves the right to change the provisions of this administrative regulation at any time. Any exceptions to these policies must be approved in advance and in writing by the City Manager or his or her designee.

XXV. Revision History

Date	Change	Author	Version
May 4, 2018	1. Updated Applicability (Section III) 2. Updated “Maternity, Paternity and Adoption Leave for Employees Not Covered by The Family and Medical Leave Act” to “Prenatal Treatment and Parental Leave for Employees Not Covered by The Family and Medical Leave Act” 4. Merged maternity, paternity, adoption, foster-care leave under the new heading of parental leave 5. Added Section XIV, Paid Parental Leave	HR Leadership Team	0.1

April 10, 2019	Military Leave (Section IX): 1. Revised to include specific guidance for Firefighters and Paramedics (IX.C) 2. Removed reference to approved cost of living increases. (IX.E) 3. Added leave coverage to include those engaged in federally funded military duty (IX.I)	HR Leadership Team	1.1

Mark B. Jinks
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